REQUEST FOR PROPOSAL
(RFP)

Issue Date: July 9, 2020

RFP# 2021-08053-04

Title: EMS Third Party Billing

Issuing Agency: County of Albemarle
Purchasing Office
401 McIntire Road
Room 248
Charlottesville, VA 22902

Period of Contract: One year with four (4) additional one (1) year renewal options remaining.

Sealed Proposals will be received until 3:00 p.m. on August 5, 2020 for furnishing the goods/services described herein. Proposals received after the announced time and date for receipt will remain unopened. No telephoned, faxed, or emailed proposals will be considered.

The face of the envelope or shipping container shall be clearly marked in the lower left-hand corner as follows:

<table>
<thead>
<tr>
<th>RFP#:</th>
<th>2021-08053-04</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE:</td>
<td>EMS(Emergency Medical Services) Third Party Billing Services</td>
</tr>
<tr>
<td>PROPOSAL DUE:</td>
<td>August 5, 2020</td>
</tr>
</tbody>
</table>

All Inquiries for Information Should Submitted in Writing and Be Directed To: Debra Shifflett, Buyer II, at dshifflett3@albemarle.org or by Fax: (434) 972-4006.

PROPOSALS MUST BE SHIPPED/MAILED, OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE.

PREPROPOSAL CONFERENCE: No preproposal conference will be held.

In compliance with this request for proposal and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name And Address Of Firm: ____________________________________________________________ Date: ____________________________
_________________________________________________________ By: ____________________________
__________________________Zip Code:___________ (Signature In Ink)
Telephone Number: (___) __________________________ Fax Number: (___) __________________________
E-mail Address: __________________________________________ Title: ______________

Virginia Contractor License No. _____________________ I have the authority to bind the corporation.

Class: ________ Specialty Codes: __________________________

SMALL, WOMAN, MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS: YES;

NO

IF YES ⇒ SMALL; WOMAN; MINORITY; SERVICE DISABLED VETERAN-OWNED

This public body does not discriminate against faith-based organizations in accordance with the Virginia Code § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. PURPOSE</td>
<td>3</td>
</tr>
<tr>
<td>II. BACKGROUND</td>
<td>3</td>
</tr>
<tr>
<td>III. TERM OF CONTRACT</td>
<td>4</td>
</tr>
<tr>
<td>IV. COMPETITION INTENDED</td>
<td>4</td>
</tr>
<tr>
<td>V. STATEMENT OF NEEDS</td>
<td>5</td>
</tr>
<tr>
<td>VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</td>
<td>16</td>
</tr>
<tr>
<td>VII. EVALUATION AND AWARD CRITERIA</td>
<td>19</td>
</tr>
<tr>
<td>VIII. PREPROPOSAL CONFERENCE</td>
<td>20</td>
</tr>
<tr>
<td>IX. GENERAL TERMS AND CONDITIONS</td>
<td>20</td>
</tr>
<tr>
<td>X. SPECIFIC TERMS AND CONDITIONS</td>
<td>27</td>
</tr>
<tr>
<td>XI. METHOD OF PAYMENT</td>
<td>27</td>
</tr>
<tr>
<td>XII. PRICING SCHEDULE</td>
<td>27</td>
</tr>
<tr>
<td>XIII. ATTACHMENTS</td>
<td>28</td>
</tr>
</tbody>
</table>
I. PURPOSE:

The County of Albemarle (“the County”) is soliciting sealed proposals from qualified vendors to establish a contract through competitive negotiation to provide revenue recovery services for Albemarle County Fire Rescue (ACFR) and its volunteer agencies that bill for ambulance transports.

The services shall include routine billings for EMS transports; follow-up with resident and non-resident patients; as well as claim submissions to Medicaid, Medicare, insurance companies and other designated third parties. The billing and collection services include fees for Level 1 and Level 2 Advanced Life Support (ALS), Basic Life Support (BLS), and loaded mileage of the transport services provided by ACFR and its volunteer agencies.

The County is looking for a reputable, qualified billing company with experience and knowledge of the emergency medical services field and an ability to conduct all activities on the County’s behalf with the greatest attention paid to compliance and business ethics. Offerors are advised that the County will look to and rely in part upon the professional judgment, knowledge, experience, and expertise of the firm with respect to the rules, laws, regulations and policies that govern billing and reimbursement of health care services.

Vendor firms and their personnel must have knowledge of ambulance operations; data processing experience in the ambulance transport and fee collection industry; systems management integration and security experience in the ambulance transport and fee collection industry; a demonstrable record of high achievement in accounts receivable collections; staff experienced in health care collections and collections activities servicing municipal EMS agencies; thorough knowledge of state and federal regulations and laws pertaining to ambulance billing and collections, including but not limited to HIPAA, the Fair Debt Collections Act, Affordable Care Act (ACA) and the Americans with Disabilities Act (ADA); and thorough knowledge of Federal Medicaid and Medicare policies and procedures pertaining to ambulance transport reimbursement.

The primary performance outcome for this procurement is to ensure that the County recoups the maximum possible reimbursement for providing ambulance services, while performing the highest level of customer service and adhering to state and federal regulations.

II. BACKGROUND:

Albemarle County, Virginia is home to roughly 108,000 citizens and covers 726 square miles. It includes both urban and rural areas.

The County’s fire rescue system includes a total of 15 stations, staffed by career staff and volunteers.

The stations that provide EMS transports in the County of Albemarle are as follows:

<table>
<thead>
<tr>
<th>Station</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Station 4</td>
<td>Earlysville (Earlysville Volunteer Fire Company &amp; ACFR Career Day Light Staff)</td>
</tr>
<tr>
<td>Rescue 5</td>
<td>Western Albemarle Rescue Squad (Volunteer Only)</td>
</tr>
<tr>
<td>Station 11</td>
<td>ACFR Station 11 (ACFR Career Staff &amp; Station Volunteers)</td>
</tr>
<tr>
<td>Station 12</td>
<td>ACFR Station 12 (ACFR Career Staff &amp; Station Volunteers)</td>
</tr>
<tr>
<td>Station 15</td>
<td>ACFR Station 15 (ACFR Career Staff &amp; Station Volunteers)</td>
</tr>
<tr>
<td>Station 16</td>
<td>ACFR Station 16 (ACFR Career Day Light Staff &amp; Station Volunteers)</td>
</tr>
<tr>
<td>Station 17</td>
<td>ACFR Station 17 (ACFR Career Staff)</td>
</tr>
<tr>
<td>Station 18</td>
<td>ACFR Station 18 (ACFR Career Staff)</td>
</tr>
</tbody>
</table>

Overall, the County has 112 career and 138 volunteer EMS certified providers. Of these, 71 career staff are ALS providers and 42 volunteers are ALS providers. All ACFR units are staffed with at least one ALS provider. Albemarle County Fire Rescue and its volunteer agencies comprise an emergency 911 system. It does not provide non-emergency ambulance transports. Citizens access the emergency response system via 9-1-1. The County’s dispatch and emergency communications are handled by the regional Emergency Communications Center (ECC) which provides emergency communications for the City of Charlottesville and the University of Virginia in addition to the County. ECC receives all 9-1-1 calls in the area and serves as a central dispatch for the three local police departments, all fire and rescue calls.
ACFR and all its volunteer agencies that bill currently utilize the State version of ImageTrend software to create electronic patient care reports (PCRs). The ePCRs are pulled from the State version of ImageTrend into the current billing company’s system via a secure connection.

Patients transported by ACFR or one of its volunteer agencies are taken primarily to UVA Health System, Martha Jefferson Hospital or the Martha Jefferson’s standalone Emergency Department at Proffit Road. On occasion, Western Albemarle Rescue Squad transports patients to Augusta Health Emergency Department.

The County began its EMS Cost Recovery program in February 2010. Since the EMS Cost Recovery program began, it has used a third-party billing company. The County follows a “compassionate billing” approach. The program’s philosophy is that all persons will be treated with the highest level of care without respect to the ability to pay.

On July 1, 2014 the County began a Resident Program. The County uses a service defined question in ImageTrend to identify County residents. The Resident Program collects all possible reimbursements from Medicaid, Medicare, and private insurers then waives the remaining balance for County residents. If a patient who is a County resident has no insurance, all fees are waived. Non-residents who are unable to pay their balance after all applicable insurance is collected are treated with compassion and provided with options to ensure that financial hardship is avoided, with the bottom line being that people who cannot pay will not have to pay.

The County utilizes a lock box for central payment collection. Each banking day, check copies and correspondence are transferred by FTP site to billing company.

Historical Data:

<table>
<thead>
<tr>
<th></th>
<th>FY18 Actual</th>
<th>FY19 Actual</th>
<th>FY20 Actual *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total EMS Calls for Service</td>
<td>8070</td>
<td>10417</td>
<td>5497</td>
</tr>
<tr>
<td>Total EMS Transports</td>
<td>6785</td>
<td>7153</td>
<td>4388</td>
</tr>
<tr>
<td>Total Billable EMS Transports</td>
<td>6541</td>
<td>6809</td>
<td>4049</td>
</tr>
<tr>
<td>Revenue Collected</td>
<td>2,242,041.36</td>
<td>2,370,278.75</td>
<td>1,123,073.12</td>
</tr>
</tbody>
</table>

*FY20s data is from July 1, 2019 to Jan. 31, 2020

Current Fees:

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Fee</th>
<th>Additional Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Life Support (BLS)</td>
<td>$500</td>
<td>$15 per loaded mile</td>
</tr>
<tr>
<td>Advanced Life Support 1 (ALS-1)</td>
<td>$600</td>
<td>$15 per loaded mile</td>
</tr>
<tr>
<td>Advance Life Support 2 (ALS-2)</td>
<td>$850</td>
<td>$15 per loaded mile</td>
</tr>
</tbody>
</table>

*(Billing rates are subject to change by resolution of the Board of Supervisors.)*

III. PROCUREMENT SCHEDULE AND TERM OF ANTICIPATED CONTRACT:

This is the proposed schedule and is subjected to change.

<table>
<thead>
<tr>
<th>Proposed Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Issued</td>
</tr>
<tr>
<td>Proposal Due</td>
</tr>
<tr>
<td>Distribute Proposals to Selection Committee</td>
</tr>
<tr>
<td>Selection Committee Interviews with Selected Firms</td>
</tr>
<tr>
<td>Award Contract</td>
</tr>
<tr>
<td>Contract Effective</td>
</tr>
</tbody>
</table>

IV. COMPETITION INTENDED:

It is the County’s intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror’s responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source, or otherwise
restrict competition. All comments, questions, or requests for clarification, including any notification regarding
restrictions to competition, must be received by the Purchasing Agent not later than seven (7) days prior to the date set
for receipt of offers. Offerors may not rely on any oral explanations, clarifications, or changes to the solicitation. All
explanations, clarifications, or changes will be issued in written form as detailed below. The County will not be bound
by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to
the solicitation. It shall be the responsibility of the Offeror to acknowledge all addenda by signing and returning a copy
of all addenda with the offer submission or by separate acknowledgement of each addendum by number and date, in
writing. Offerors are advised to contact this office to confirm the number of addenda five (5) days before the date
established for offer due date. All addenda will be issued by not later than five (5) days prior to offer due date.

V. STATEMENT OF NEEDS:

A. Scope of Work:

The Contractor shall provide a comprehensive medical billing and collection system which provides solutions that
meet all the requirements of Medicare, Medicaid, CHAMPUS, other governmental insurance programs such as the
Affordable Care Act (ACA) and commercial insurance companies (collectively referred to as Insurance
Providers).

The Contractor will provide assistance with credentialing services, such as completing and submitting revalidation
form for Medicare

B. Services Required:

1. Patient Care Report (PCR) Processing

The Contractor should be prepared to retrieve/receive necessary patient care reports to be billed from the
County’s current system-wide records management system based on the State version of ImageTrend within
thirty (30) to sixty (60) days following the execution of the resulting contract.

The Contractor shall provide all labor, material, and equipment to gather all essential information for
generating and processing all PCRs and coordinate invoicing and collections to insurance companies including
but not limited to Medicare, Medicaid, managed care organizations, commercial insurance companies and
other designated third parties and payers for billing rates established by the County.

The Contractor shall provide routine billings for EMS transport, including follow-up with resident and non-
resident patients, and filing claim submissions to Medicaid, Medicare, insurance companies and other
designated third parties. The billing and collection services include fees for Level 1 and Level 2 Advanced Life
Support (ALS), Basic Life Support (BLS), and loaded mileage of the transport services provided by ACFR.
Additional fees could be added during the term of the contract.

The Contractor shall prepare and submit claims, bills, invoices etc. based on the PCRs or data made available
to the Contractor by ACFR and its volunteer agencies via its Image Trend records management system.
Knowledge, experience and judgment shall be applied to avoid or prevent the submission or claims, bills, or
invoices to any third-party payer in error.

The Contractor is to provide quarterly feedback and recommendations for documentation improvements to the
County’s EMS Cost Recovery Program Specialist to improve the overall billing process and so that medical
care rendered, and medical necessity are properly documented by ACFR.

The Contractor must be currently filing Medicare and Medicaid Claims electronically. The Contractor is
solely responsible for all data entry functions.

2. Required Verification and Missing Information Follow-up

ACFR recognizes the importance of accurate and complete PCR information and endeavors to obtain patient
demographic information and insurance information as well as patient signatures for each patient to the best of
its ability. However, given that all County transports are emergent and the seriousness of some patient’s conditions, this is not possible for every transport.

The Contractor shall provide all labor, materials and equipment for verification of PCR patient information. The Contractor shall obtain from the policyholder or responsible party all information and signatures necessary to file a claim with Medicare, Medicaid, insurance companies and other designated third parties. The Contractor shall gather missing patient and insurance information by, but not limited to, searching the insurance provider’s data bases for previous patient information as permitted; searching the Contractor’s billing data base; contacting the receiving medical facility; or by direct patient, family member or responsible party contact as outlined below. Any PCR associated with a motor vehicle accident, or similar incident, shall be billed to the appropriate automotive or health insurance company. Efforts to obtain such automobile insurance information must be given the same attention as obtaining medical insurance information. When contact is made with the appropriate party, the Contractor shall verify and correct all patient information.

The Contractor shall develop processes/systems with area hospitals to obtain billing and insurance information for patients that are transported to their facility by ACFR and its volunteer agencies.

Any collection efforts undertaken in the name of the County by the Contractor requires the Contractor to display a business-like demeanor in dealing with assigned accounts. The County will not tolerate debtor harassment, improper or unreasonable conduct by the Contractor in the billing or collection process. If the County discovers that the customer has been unduly harassed, it reserves the right to terminate the contract.

In the event the information needed is not available by the above methods to submit claims with Medicare, Medicaid, insurance companies and other designated third parties from outside sources, the Contractor should send the following requests for information by mail directly to the patient or responsible party:

For County Residents:

Two requests for information with no invoice amount anywhere on the request should be sent. The first notice should be sent within 5 business days of the PCR being pulled from ImageTrend. The second notice should be sent 30 days later if the needed information has not been received or obtained by an alternate method. After two requests are sent, no further requests shall be made unless by express direction of ACFR. In place of mailed requests, phone calls may be made in the same time parameters if the patient’s phone number is readily available.

For Non-County Residents:

One request for information with the amount of the charges noted on the request should be sent within 5 business days of the PCR being pulled from ImageTrend. After which, two additional invoices for any amounts not paid for by insurance or paid by the responsible party should be sent: one 30 days after the request for information was sent, the second 60 days after the initial request for information was sent unless the balance is paid in full.

At no point shall the Contractor harass any patient or responsible party with threats of collection agencies or harm to their credit rating.

ACFR reserves the right to amend the number and type of these contacts at any point in time over the course of the contract. The Contractor shall contact the EMS Cost Recovery Program Specialist for any PCRs with a resident status of “unknown”. Historically, there are less than 10 “unknowns” each month. The list of “unknown” resident statuses should be sent monthly.

3. User Billing Cycle

The Contractor should have the initial claim submitted to the appropriate parties within 5 business days from the date the PCR is pulled from ACFR’s ImageTrend system. Only in the event all charges are paid in full by the patient or responsible party, should insurance claims not be filed.

The Contractor should, for accounts that lack the necessary information to file any claims, request information as noted in the above section B 2.
ONLY NON-COUNTY RESIDENTS shall be sent invoices. Non-county residents should be sent a total of two invoices; one at the end of 30 days after all insurances have been filed noting the remaining balance due and the second 60 days after all insurances have been filed noting the balance due, unless the account is paid in full. After the second invoice is sent, NO further collection efforts shall be made from the patient or the responsible party.

ACFR reserves the right to amend the number and type of invoices at any point in time over the course of the contract. ACFR reserves the right to revise its Resident Program and EMS Cost Recovery Program at any time with no additional costs.

4. Account Billing and Processing

The Contractor shall prepare and mail all invoices and statements, and process all accounts, including the uncollectible and insufficient information categories.

a. Co-Payments and Deductibles for County Residents

Per the current Albemarle County Resident Program, the Contractor shall, for accounts where all possible reimbursements from insurance have been collected, including Medicare, Medicaid, Workman’s Comp, and private insurance, waive co-payments and deductibles for all county residents.

b. Denied and Rejected Claims

The Contractor shall be responsible to appeal denied claims on the County’s behalf at the County’s direction or where the claim, in the Contractor’s judgment, meets applicable payment criteria under the rules applicable to the particular payer. In no event shall the Contractor initiate any litigation in any civil or administrative venue on behalf of or in the name of the County.

The Contractor shall also be responsible to follow-up on each medical claim for services rejected by an insurance provider (Medicare, Medicaid and CHAMPUS, commercial carriers, e.g.) within 30 days of the receipt of the notice that the claim was rejected. This includes contacting insurance providers directly to resolve each rejected claim on a claim-by-claim basis. The Contractor shall be responsible for furnishing insurance providers with all requested patient information, medical information, medical documentation and the resubmission of the rejected claim.

c. Uncollectible Accounts

The Contractor shall maintain accounts and actively pursue collections from insurance for an agreed upon period after the last collection action. No account shall be held beyond this time frame unless granted permission by the County. After that time all documents and data on uncollectible accounts should be forwarded to the County with a request to write off the account. The County reserves the right to recall accounts from the Contractor if the Contractor has failed to file proper insurance or to follow up on outstanding insurance claims.

d. Undeliverable Bills

If a bill is returned to the Contractor as undeliverable by the U.S. Post Office, the Contractor shall make an attempt to correct the address and repeat the initial billing cycle. If no correction is possible, the account must be categorized as “undeliverable”.

e. Financial Hardship Waiver

If a bill is returned to the Contractor with a request for a financial hardship waiver of the charge, the Contractor shall forward the request for waiver to ACFR’s EMS Cost Recovery Program Specialist for disposition immediately. Once the request is forwarded to ACFR, the Contractor must IMMEDIATELY stop sending invoices to the customer until the County has responded to the Contractor on the disposition of the waiver request. If the hardship waiver is approved, the account shall remain in the waived charge category; if the waiver is not approved, the account shall fall back into the appropriate billable category.

ACFR reserves the right to request any waiver be reinstated at any point over the course of the contract.
f. Refunds

The Contractor shall send ACFR’s EMS Cost Recovery Program Specialist all requests for all refund checks to patients, Medicare, Medicaid and private insurance companies in the event of overpayment for services rendered. The Contractor shall send separate sheets for each refund request, which will include, at a minimum, each patient’s full name, address, date of transport, ACFR Incident Number or the Contractor’s claim or patient number, amount to be refunded, who the refund check should be made out to, and reason for the refund. All refund requests shall follow the “minimum necessary” rule to protect Protected Health Information (PHI).

All refund requests shall be prepared and forwarded to ACFR EMS Cost Recovery Program Specialist via secure means within 30 days of the day the account balance becomes a credit. The County will be responsible for processing and paying any refunds or credit balances upon proper notification that credit balances or overpayments exist.

On a monthly-basis, ACFR will provide the Contractor confirmation of the refund checks issued for the previous calendar month by the 10th of each month.

If a particular insurer or payer requires an overpayment or refund form to accompany such a refund, the Contractor shall be responsible for completion of the form which must accompany the initial refund request sent to ACFR.

Refunds shall meet the Medicare refund 60-day rule. Any penalties, interest, or fees resulting from violation of this rule shall be the sole responsibility of the Offeror.

g. Account Recall Provisions

Upon receipt of a notice from ACFR, the Contractor shall immediately suspend any billing and/or collection efforts on an account. ACFR may recall any account from the contract at any time at no cost to the County.

h. Posting of Account Payments

All patient account payments (checks, cash, money orders, credit cards) must be payable to Albemarle County Fire Rescue and should be deposited directly into the bank account designated by the County within 2 business days of receipt. All data entry and posting for these payments should be accomplished by the Contractor within two business days of receipt.

The Contractor shall ensure that all funds paid for ambulance transport services rendered to patients, through electronic funds transfers (EFTs), paper checks or drafts, cash or any other method are deposited directly into accounts controlled and designated solely by Albemarle County.

With approval from the County, the selected Contractor may also set up an online method of collecting payments.

i. Transaction Posting

The Contractor shall be responsible for transaction posting to each patient account. This applies to payments, adjustments, refunds/credits and resubmission of insurance provider claims. The Contractor shall be required to update all patient information when patient information is found to be incorrect.

The Contractor shall send a monthly cash log to ACFR EMS Cost Recovery Program Specialist to reconcile the County’s bank accounts with the Contractor’s transactions by the 10th of each month.

5. Training

The Contractor should assist ACFR Administration in the development of a training program for ACFR personnel on the proper documentation of medical care rendered and medical necessity for all PCRs as well as best billing practices, Medicare and HIPAA compliance, and related issues. This training will be used to train new and update existing employees and EMT Certified providers. This training should be updated at a
minimum on an annual basis during one of the Contractor’s on-site visits or allow Albemarle County providers access to training program through a Contractor’s learning management platform.

The Contractor shall also provide any other needed or requested expertise when requested by ACFR administration at no additional cost to the County.

VI. CONTRACTOR’S RESPONSIBILITIES:

The Contractor must provide services and data input that is of the highest quality by industry standards for accuracy and completeness, which can be acquired in an economical manner and within reasonable time frames. All services should function efficiently and be fully functional and responsive to the needs of the various patients, responsible parties, insurance providers, and ACFR. The Contractor shall perform all activities, services, and deliverables under the general direction and guidance of the ACFR’s EMS Cost Recovery Program Specialist, however, the Contractor should design and make constant recommendations for improvement and/or regulatory compliance as necessary.

The Contractor should also provide analysis and expertise in all issues related to ambulance billing. This includes analysis of trends and other pertinent issues that may develop. The Contractor should respond to requests by agreed upon time frames.

A. Subcontracting

   No portions of the work shall be assigned to a sub-contractor without the prior written consent of the County.

B. Compliance

   In all activities, including information processing, the Contractor shall comply strictly with all Federal, State and local laws and regulations, especially those regulations governing health related billing, reimbursement, and collections, to protected health information and the collection of debts as well as all regulations pertaining to Medicare, Medicaid and the release of information contained in PCRs.

   All notices, invoices and letters must comply with the provisions of the Fair Debt Collection Act and any other applicable laws and regulations. Any collection efforts undertaken on behalf of the County must be performed in a respectful business-like demeanor in dealing with assigned accounts. The County will not tolerate harassment of a customer in any form or manner. If the County determines that a customer is being unduly harassed, the County reserves the right to terminate the contract immediately.

   a. Compliance Program

   The Contractor must, at the commencement of the contract, have a compliance program in place for all its activities related to the awarded contract with the County that satisfies the standards and the practices set forth in the “Compliance Program Guidance for Third Party Medical Billing Companies,” published by the OIG, United States Department of Health and Human Services (HHS) in the Federal Register, December 18, 1998 (63 FR 70138) (https://oig.hhs.gov/compliance/compliance-guidance/index.asp), as well as complying with HHS’ s Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and Security Rule, the HITECH Act and the Breach Notification Rule.

   The Contractor shall furnish satisfactory proof of such compliance program to the County’s EMS Cost Recovery Program Specialist annually, upon request, or when HIPAA or Medicare compliance rules or recommendations change during the term of the contract.

   The Contractor shall be required to execute a Business Associate Agreement (BAA) with the County as part of the awarded contract and must adhere to all relevant federal, state and local confidentiality and privacy laws, regulation, and contractual provisions of that agreement (see Attachment G for BAA).

   Failure to maintain HIPAA and/or Medicare compliance is justification for immediate termination of the contract at no cost to the County.
b. Compliance Audits

Albemarle County or its authorized representative shall have the right to audit the Contractor’s records and documented policies and procedures for HIPAA and Medicare/Medicaid compliance with unlimited access during normal working hours. The Contractor should perform the following types of audits at a minimum both internally and by an objective external qualified auditor:

- Pre-Billed Claims
- Submitted Claims
- Denied Claims

Auditors should be verifying the following at a minimum:

- That medical necessity is being met
- That documentation is complete, accurate, and supports the claims being filed
- Whether claims were properly billed, paid and resolved
- That claims are coded correctly

All audits should use consistent sampling techniques, standards and criteria. Samples should be random and should include at 10-30 claims per audit.

The results of both internal and external audits and any resulting refunds and improvement plans should be shared with ACFR’s EMS Cost Recovery Program Specialist on an annual basis.

- Internal

The Contractor should perform regular internal audits, at a minimum quarterly. These audits should be performed by a certified medical billing coder who does not regularly work on the County’s accounts.

- External

The Contractor should have a qualified external auditor perform the above types of audits, at a minimum once a year. These audits should be performed by a firm that does not have a relationship with the Contractor in any other capacity and is not included in the OIG’s List of Excluded Individuals and Entities. The external auditor shall have at least one certified medical billing coders as part of the auditing team.

C. Background Checks

The Contractor shall perform regular background checks on all employees and agents of the Contractor who shall perform services under this RFP and subsequent contract. At a minimum, the background checking process must include criminal history checks and checks against the “List of Excluded Individuals and Entities” (LEIE), maintained by the Office of the Inspector General (OIG), United States Department of HHS (http://oig.hhs.gov). The Contractor, at the inception of the contract and throughout the term of the contract, must ensure that no individuals with criminal convictions (other than traffic violations) or who are included in LEIE perform any services under the contract with the County. The Contractor must immediately report to the County’s EMS Cost Recovery Program Specialist in writing if it becomes aware that any of its employees, agents, or subcontractors (including their employees) performing services under the contract have been convicted of a crime (other than a traffic violation) or have been placed on the LEIE.

No proposals shall be considered from Offerors who are themselves excluded individuals or entities according to the LEIE. If an excluded individual or entity of the Contractor or any of its subcontractors is discovered and confirmed to be on the LEIE, the notifications to the County should include the excluded person or entity’s involvement in the County’s accounts and processes in the notification.

Prior to the execution of a contract, the Offeror shall provide an initial written certification that it has completed background checks as set forth in this section on all employees, subcontractors (including their employees), and proposed agents performing services on behalf of the County. Once awarded, the Contractor must furnish to the County written certification that its background checks still meet the requirements in this section each year during the contract term.
The Contractor shall cross check all its personnel involved with Albemarle County’s accounts or with access to the County’s accounts, as well as any subcontractors with similar involvement or access, with the OIG’S List of Excluded Entities and Individuals Database (LEIE) on a monthly basis.

The Contractor shall be responsible for payment of any penalties related to the involvement of an excluded individual on their part as well as the costs associated with identifying and administering the refund payments.

D. Billing Notices and Letters

The Contractor should design, print, and send appropriate billing statements, notices and/or letters to customers or responsible parties for the ambulance services provided by ACFR at no additional cost.

The form and content of all billing statements, notices and/or letters must be approved in advance by ACFR.

The Contractor agrees to make reasonable changes to these items when requested by ACFR at no additional cost.

These items must comply with the provisions of the Fair Debt Collection Act and any other applicable laws and regulations.

The bills mailed by the Contractor shall include return envelopes addressed to Albemarle County Fire Rescue at a mailing address agreed upon with the Contractor. The Contractor shall instruct the customer or responsible party to make his/her check payable to the County of Albemarle and to mail it in the return envelope provided with their bill.

E. Policy and Procedural Changes

ACFR will consult with the Contractor to establish or change policies and procedures at any time and without additional cost, for the following:

- Clinical documentation
- Special situation adjustments and authority
- Write-Offs
- Financial hardship documentation processes
- Payment plans
- Acceptance of credit card payments
- Web-based access for customers to view or update account information, and make payments to their account through a secure internet connection
- Medical record management
- Quality improvement policies
- HIPAA and Medicare/Medicaid Compliance

F. Customer Service

The Contractor shall respond to and resolve, in a timely manner, all inquiries and complaints that address any aspect of the routine billing services, such as account information, fees, insurance, payment plans, collection methods, and customer dissatisfaction with services, etc.

The Contractor shall provide a toll-free telephone number for customers and insurance companies. The Contractor should answer telephone calls from ACFR customers at a minimum from 8:00 a.m. to 6:00 p.m. Eastern Standard Time (EST) each day, Monday through Friday, excluding agreed upon holidays. ACFR customers should be notified of anticipated hold times and have the option of using the voice mail system to leave a message for the Contractor’s customer service department.

The Contractor should provide a 24-hour voice mail system. A good faith effort must be made to contact customers within 24 business hours after the initial voice mail contact from the customer. Due to unforeseen circumstances or during inclement weather, ACFR should be notified when voice mail is in effect on non-holiday weekdays for any time-period lasting longer than 24 hours.

Any significant revisions or changes to customer service should be shared with ACFR’s EMS Cost Recovery Program Specialist promptly.
The Contractor should maintain regular contact with ACFR’s EMS Cost Recovery Program Specialist with a designated account representative for the length of the contract. At a minimum, bi-weekly conference calls should be made to review any open issues and for questions as they arise. The Contractor should also visit the ACFR Administration Office in Charlottesville, Virginia twice a year to review the overall Cost Recovery Program and discuss possible improvements.

G. Medical Records and Billing Requests

The Contractor shall establish a procedure to send patients or their authorized representatives a copy of their bill. The procedure shall be approved by ACFR’s EMS Cost Recovery Program Specialist prior to sending any bills.

The Contractor shall also designate a representative to handle legal requests for the County’s billing requests.

H. Technology Requirements

ACFR will provide the Contractor with access to electronic PCRs through a secure connection to its ImageTrend reporting system. Some of ACFR’s PCRs include attachments with useful information for billing purposes. The ability to efficiently pull these attachments when pulling PCRs is desirable.

1. Software and Services

The Contractor shall provide all software and services associated with the billing and collection process as described below:

- The Contractor shall provide comprehensive automated billing and collection system which will be compatible with all existing County-owned computer equipment and software, including its ImageTrend records management system.
- The Contractor should work with the County to integrate the system into the Contractor’s system at no additional cost.
- The Contractor shall initiate the batch download of PCR information at least once a week through a secure connection and the client software provided.
- The Contractor should provide a secure FTP transfer site (or equivalent service) so that the ACFR can securely upload or transfer documents with the Contractor.
- The Contractor must generate and deliver all statistical raw data and reports in Microsoft Excel format for the County, using existing County computer equipment for secure connection to the Contractor’s medical billing and collection system.
- The Contractor shall provide secure remote access for authorized ACFR personnel to its electronic accounting/patient record system as well as the necessary training on how to use it so that ACFR’s authorized representatives can create and run reports on their own. This must include the following for the duration of the contract:
  - Access to data for each account
  - The ability to generate reports by “query inquiry” 24 hours/day that can or exported in an Excel format
- A file with one record for each patient should be available which will, at a minimum, provide the following information:
  - Contractor’s Patient Account Number
  - Patient Full Name
  - Patient Date of Birth
  - Patient Social Security Number
  - Patient’s Mailing Address
  - Patient’s County Resident Status
  - Insurance Information
  - Account Status
  - Date of Last Invoice and/or Information Request
  - Any account history or notes for accounts with open or active status.
- In addition, one record for each patient claim/transport should be available which will, at a minimum, provide the following information:
  - ACFR Incident Number
  - Service Agency Number
  - Date of Service
• Contractor’s Claim Number
• Contractor’s Patient Account Number
• Patient Name
• Patient Date of Birth
• Patient Social Security Number
• Original Billing Amount
• Amount Paid to date per incident
• Claim Status
• Billing Date

- The system should allow for the entry and review of free text comments for all patient accounts by ACFR authorized personnel.

2. Security Measures

a. The Contractor should configure any company or personal devices or systems that access or store e-PHI to require the following:
   - Logins requiring either a password, personal identification number (PIN), passcode (pattern you trace with a finger), or biometric marker (finger or thumbprint)
   - Passwords must contain at least 8 characters including special characters as well as upper- and lower-case letters
   - PINs must be more than a simple 4-digit PIN
   - Limit of three (3) of incorrect login attempts before locking the device and/or locking the user out of the system
   - The ability to erase data after a specified number of unsuccessful login attempts
   - Installation and use of remote wiping/disabling on all agency and personal portable devices that access, store and transmit e-PHI
   - Installation and use of firewalls to intercept incoming and outgoing connection attempts and block or permit them based on a set of rules
   - Installation of antivirus and malware software as well as regularly scheduled scans of software to protect against malicious software
   - Set access based on a user’s role and department
   - Have the ability to restrict access based on role or group, user ID, and transaction type.
   - Disconnect or log out a user session during designated periods of inactivity
   - Maintain audit records for a mutually agreed upon defined time period
   - Track the history of system administrator changes, security administrator changes, user changes, user queries, reports generated, and log in attempts at a minimum. This should contain the following and shall not be editable:
     1. User ID
     2. User Name
     3. IP Address
     4. Date and Time
     5. Transaction type or code
     6. Transaction ID
   - Inactivation of users does not alter audit logs
   - Ability to track system generated documents that have been generated for an account/customer
   - Ability to capture the date and recipient’s information for files sent to external recipients
   - Ability to prevent alteration of audit information using any software utility.

b. Contractor shall encrypt all e-PHI both in motion and at rest according to the most current HHS encryption standards and guidance.
   - Data at rest includes data stored on any portable device or storage media including things such as laptops, cell phones, USB drives, ePCR devices and external hard drives.
   - Data in motion includes data that is being transmitted via email or other similar technology.

c. The Contractor shall have and enforce policies that require:
   - Its workforce to use a secure network when accessing or transmitting e-PHI with an agency or personal portable device such as a secure Wi-Fi network that uses a password and secure encryption methods to send data or a Virtual Private Network (VPN).
   - The destruction of obsolete e-PHI using tools that thoroughly delete (or wipe) PHI stored on electronic media in accordance with the most current NIST Guidelines for Media Sanitization.
d. The Contractor should:
   - Have processes and procedures for emergency software fixes and patches.
   - Provide adequate operations support, information security auditing and monitoring to protect PHI and patient account information.
   - Provide workforce information security awareness training for its staff.

I. Personnel Requirements

The Contractor shall at all times provide only individuals with the expertise to provide the services denoted in this RFP. The County reserves the right to request the removal of any Contractor’s employees and/or agents from working on any Albemarle County claims that, in the estimation of the County, are not suited to handle the responsibilities of the work assigned.

J. Reporting Requirements

The Contractor should provide the County with a series of electronic reports to show management and financial information. The following list of reports outlines the desired information. The Contractor may submit a report(s) that they use which is equivalent to ACFR for approval.

The Contractor shall identify for ACFR’s EMS Cost Recovery Program Specialist areas of deficiency as well as areas where ACFR personnel can improve PCR documentation on a quarterly basis.

Monthly Reports:

The Contractor must deliver to the County, by the 15th of each month, management reports with a summary of all work completed during the previous month and a cumulative summary of work for the year. The reports should be clear and concise and include the following information:

   - Collection Statistics: Gross billings by transport month (date of service) and the related adjustments, write-offs, and value of collections to date for that month and % of claims processed, with subtotals by residency status and service agency.

   - Billings: Billings for each incident reported to the Contractor during the previous month, to include at a minimum the date of service, incident number, patient number or claim number, patient name, and amount billed for each incident. Additionally, this report must summarize the monthly activity to provide the number and amount billed by service provided (BLS, ALS1, ALS2, Mileage), payer type (Medicare, Medicaid, insurer, self-pay), residency status and service agency.

   - Adjustments and Write-Offs: Adjustments, waived fees, and write-offs posted during the previous month, to include at a minimum the date of service, incident number, patient number or claim number, patient name, and adjustment amount for each incident. Additionally, this report must summarize the monthly activity to provide the number and amount adjusted by payer type (Medicare, Medicaid, insurer, self-pay) and residency status.

   - Accounts Receivable: An aged report of the amounts owed by all transported patients, to include at a minimum the date of service, patient number or claim number, patient name, and amount receivable for each incident. Additionally, this report must summarize total accounts payable by payer type, account status, residency status and service agency.

   - Patient Refund and Hardship Waiver Requests: Pending refund and hardship waiver requests submitted to the County which have not yet been processed by the County to include at a minimum the date of service, patient number or claim number, patient name, and amount receivable for each incident.

   - Undeliverable Bills: The number and value of returned bills, to include at a minimum the date of service, patient number or claim number, patient name, service agency, and amount billed for each incident. Additionally, this report must summarize the monthly activity to provide the number, amount adjusted by residency status and by service agency.

   - Closed Accounts: A summary of accounts closed during the previous month to provide the number and amounts closed by payer type (Medicare, Medicaid, insurer, self-pay) residency status and service agency.
• Denied Claims: Denied claims detailing the reason for denial and documentation of each claim resubmitted, to include at a minimum the date of service, patient number or claim number, patient name, amount billed, and amount rejected. Additionally, this report should summarize the monthly activity to provide the number and amounts denied by payer.

• Rejected Claims: Claims rejected with the reason for rejection and documentation of each claim resubmitted, to include at a minimum the date of service, patient number or claim number, patient name, amount billed, and amount rejected. Additionally, this report must summarize the monthly activity to provide the number and amounts rejected by payer.

• Uncollectible Accounts: Accounts returned to the County as uncollectible to include at a minimum the date of service, patient number or claim number, patient name, amount billed, amount collected, and ending balance. Additionally, this report must summarize the monthly activity to provide the number and amounts uncollectible by payer type, residency status and service agency.

• Summary Billing Report: the total number of transports received by the Contractor; the total number and value of all active accounts, accounts billed, accounts received, closed paid-in-full accounts, and accounts returned to Albemarle County as uncollectible. The Contractor shall provide a summary of the same information sorted into resident and non-resident accounts as well as sorted into the same summary information for each service agency.

• Payer Report: Summary report by type of payer to include at a minimum the total number and value of active accounts, the value of accounts billed, the value of accounts received, the number and value of accounts closed as paid-in-full accounts, and accounts returned as uncollectible and the reason why.

• Payment Report: to include the details credits and/or debits posted to the accounts receivable during the month. The report must show the following information, at a minimum, the date of service, patient number or claim number, patient name, credit/debit amount, and payment type (insurance or self-pay).

The Contractor shall provide any other reports and/or data regarding our reporting process when requested by the County at no additional cost.

K. Disaster Recovery and Continuity of Operations Plan

The Contractor must have a documented disaster recovery and continuity of operations plan in place and provide annual updates throughout the term of the contract. The purpose of this plan is to ensure secure and continuous operations to protect the best interests of the County.

The Contractor must take reasonable precautions to ensure that the data processing facilities associated with operation of the County’s business provide sufficient protection from risk of fire, utility failure, structural collapse, plumbing leaks or other such man-made or natural disasters.

The disaster recovery plan for the proposed system should be able to preserve the integrity of applications and data and shall provide immediate system and data recovery with minimum downtime to the application according to industry standards.

The Contractor must describe its disaster recovery plan for the proposed system. These methods shall be able to preserve the integrity of applications and data and shall provide immediate system and data recovery with minimum downtime to the application according to industry standards. The disaster recovery plan should include:

• Software Crash Tolerance: Server and client software shall maintain its integrity in case of power failures and abrupt shutdowns.

• Restart/Recovery: The system shall be capable of restart and recovery after system failure with no loss of data or software components.

• File Protection: This feature shall provide the capability to limit the types of operations (e.g. read, write, delete) that can be performed by individual users on given data or program files.
• **Integrity Checking Feature:** The system shall provide the capability of identifying the existence of program and/or system discrepancies.

The continuity of operations plan should include:

• Identification of the essential functions related to this RFP and how they will be maintained.
• Clear order of succession and delegation of authority so that the County and the Contractor’s personnel know who will assume authority and responsibility of the Contractor’s leadership if the current leadership is incapacitated or becomes otherwise unavailable during a continuity situation.
• Plans for alternate facilities from where the Contractor can perform its essential functions in a threat-free environment.
• The availability and redundancy of critical communications systems to maintain communications with internal and external organizations, customers, and the public.

The Contractor should use the following best practices for its disaster and recovery plan:

• Regularly test contingency plans.
• Maintain established procedures for responding to an incident.
• Maintain an incident response notification policy for timely reporting and response to an incident including notification of the County.

L. **Security Breach Notification**

The Contractor must have a documented security breach detection and notification plan in place and provide annual updates throughout the terms of the contract. A copy of the Contractor’s security breach plan should be shared with ACFR.

The Contractor must promptly notify the County of all confirmed security incidents or suspected security breaches within 10 working days of the breach. The notification should include the date of the confirmed security incident or suspected breach, the scope of the confirmed security incident or suspected breach, the Contractor’s proactive response, if appropriate, to prevent similar breaches or incidents in the future, and identification of the party responsible for the confirmed security incident or suspected breach, if known.

VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. **GENERAL INSTRUCTIONS:**

1. **RFP Response:**

   In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal along with an electronic copy of the proposal on CD or thumb drive either in Microsoft Word or PDF format must be submitted to the County as a complete sealed proposal. Should the proposal contain proprietary information, provide one (1) redacted hard copy and one (1) redacted electronic copy of the proposal and attachments with proprietary portions removed or blacked out. These copies should be clearly marked “Redacted Copy” on the front cover and in the file name. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. The County of Albemarle shall not be responsible for the Contractor’s failure to exclude proprietary information from any redacted copy, whether hard copy or electronic.

   No other distribution of the proposal shall be made by the offeror.

2. **Proposal Preparation:**

   a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the County of Albemarle requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete, or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. Emphasis should be placed on completeness and clarity of content.

The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms "must", "shall", "should" and “may” identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or “may” are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

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

g. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.

3. Oral Presentation:

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

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:
VOLUME I

1. Section 1 – Methodology/Specific Plan:

Provide a description of methodology of the offeror’s design and management processes incorporating an understanding of the goals and criteria of this project and how the offeror intends to meet those goals and criteria. Provide a specific plan for providing the service including:

- What, when and how the service will be performed.
- Description of current systems in place that will support the services described in this RFP.
- Describe how the contractor’s responsibilities will be fulfilled including detailed descriptions of the technology, systems, plans and procedures that will support the contractor’s responsibilities.
- Preliminary work plan including: 1) description of the phases or segments into which the proposed programs can logically be divided and performed 2) a detailed description of the transition and start up plan including the total time needed for the transition period and 3) schedule for the various phases of the transition to the Offeror.
- Any alternative approaches to the coverage, definition, development, and organization of the issues presented in the “Services” and “Contractor’s Responsibilities” sections.
- Any services provided by the Offeror that are not covered by the RFP, but would assist the County in enhancing its collections or providing improved customer service. Include examples of these services.
- Copies of policies, procedures, and plans described herein, including:
  - Compliance Audit Plan
  - Sample Invoice
  - Proposed Reports
  - Disaster Recovery and Continuity of Operations Plan
  - Security Breach Detection and Notification Plan

2. Section 2 – Experience:

A written narrative statement to include:

- Experience and qualifications in providing the services described herein, particularly with Virginia municipalities.
- Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants.
- Resumes of staff to be assigned to the project
- Organizational chart of the staff assigned to project including the roles and responsibilities of each as well as the estimated percentage of time they will be available to service Albemarle County.
- References: Provide at least four references for which work of a similar nature to that described herein was performed within the past three years (See Attachment A - Offeror Data Sheet). Each reference should include the name, title, address, phone number, and email for the person on the owner’s team most intimate with the details of project being referenced. Include on a separate sheet for each reference the length of contract, services rendered, amount billed, and cash collection statistics.
- List of any pending or resolved lawsuits from the last 5 years.
- List of any terminated contracts from the last 5 years.
- Pursuant to Virginia Code § 2.2-4311.2(B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
1. **Section 3 – Proposed Price:**

   The proposed price should be a fee based on a percentage of collections less any refunds paid out by the County. The fee should cover all costs related to the services performed. (Attachment A)

2. **Section 4 – Additional Information:**

   This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.

   - Describe any planned use of small businesses and businesses owned by women and minorities and service disabled veterans in fulfilling this contract.
   - Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
   - Add the additional information requested above for all references listed.
   - List of pending or resolved lawsuits.
   - List of any terminated contracts.
   - Attachment B - Offeror Data Sheet

**VIII. EVALUATION AND AWARD CRITERIA:**

This section is in two parts. The first part, “Evaluation Criteria,” explains how the proposals will be evaluated. The second part is the “Award of Contract” clause that states how the award will be made.

A. **EVALUATION CRITERIA:**

   Proposals shall be evaluated by the County of Albemarle using the following criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINT VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific plans or methodology to be used to perform the services and</td>
<td>40</td>
</tr>
<tr>
<td>fulfill the contractor’s responsibilities as described in this RFP.</td>
<td></td>
</tr>
<tr>
<td>The ability, capacity, and skill of the firm to perform the work described</td>
<td></td>
</tr>
<tr>
<td>herein in a manner consistent with County goals and standards.</td>
<td></td>
</tr>
<tr>
<td>Qualifications and experience of offerors staff to be assigned to perform</td>
<td></td>
</tr>
<tr>
<td>the services. The ability, experience, and continuity of the proposed</td>
<td></td>
</tr>
<tr>
<td>staff, consultants, and sub-consultants to be assigned to the project</td>
<td></td>
</tr>
<tr>
<td>including the capability of the required staff, consultants, and sub-</td>
<td></td>
</tr>
<tr>
<td>consultants to perform the services needed within the timeframe</td>
<td></td>
</tr>
<tr>
<td>designated. The firm must provide assurance that the continuity of the</td>
<td></td>
</tr>
<tr>
<td>consulting team will be maintained and not changed without prior</td>
<td></td>
</tr>
<tr>
<td>approval of the County. Offerors are required to provide current</td>
<td></td>
</tr>
<tr>
<td>resumes for the individuals that they propose for this project.</td>
<td></td>
</tr>
<tr>
<td>The resumes must specifically describe their training, certification</td>
<td>35</td>
</tr>
<tr>
<td>levels, and experience.</td>
<td></td>
</tr>
<tr>
<td>Price. The ability to provide a cost-efficient service.</td>
<td>10</td>
</tr>
<tr>
<td>Strength of overall proposal. Overall proposal submitted specifically</td>
<td></td>
</tr>
<tr>
<td>addresses the County’s Request for Proposals including the basic</td>
<td></td>
</tr>
<tr>
<td>approach and understanding of the County’s objectives.</td>
<td>15</td>
</tr>
</tbody>
</table>

B. **AWARD OF CONTRACT:**

   The selection process shall be as per *Virginia Code* § 2.2-4301(3)(b) for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County Executive or Purchasing Agent shall select the
offeror which in their opinion has made the best proposal and shall award the contract to that offeror. Should the County Executive or Purchasing Agent, as appropriate, determine in writing and in their sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

IX. PREPROPOSAL CONFERENCE:

No preproposal conference will be held.

X. GENERAL TERMS AND CONDITIONS:

A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the County of Albemarle will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Albemarle has purchased or uses any of its products or services, and the contractor shall not include the County of Albemarle in any client list in advertising and promotional materials, unless the contractor has been given written permission by a County representative who is authorized to sign on behalf of the County.

B. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given via a posting of written notice on the Purchasing webpage at www.albemarle.org/purchasing.

C. ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Albemarle all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Albemarle under said contract.

D. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the Albemarle County Purchasing Manual, Chapter 26-3. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

E. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.

F. AUTHORITY TO TRANSACT BUSINESS: Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current throughout the life of the awarded contract.

G. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

H. CANCELLATION OF CONTRACT: The County may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days’ advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

I. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater, without the advance approval of the County Administrator or designee, and under no circumstances may the amount of
this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

2. The County 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 include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County 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; or

b. By agreeing upon 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 County’s right to audit the contractor’s records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and 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 County with all vouchers and records of expenses incurred and savings realized. The County 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 County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

J. CLARIFICATION OF TERMS: The County will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Purchasing Division and any material change will be submitted to all Offerors through issuance of an addendum. Any questions related to this solicitation MUST be submitted to the contact named on the first page of this solicitation no fewer than seven (7) days prior to the bid opening or proposal closing date specified. Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any contact with any County representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

K. COLLUSIVE OFFERS: The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The County may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.

L. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that, in the event that any awarded contract involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual’s and the County’s written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
M. CONTRACTOR’S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor’s offer. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County’s sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County’s needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.

N. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor’s intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The County has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the County’s Purchasing Office. Contractual disputes shall also be subject to the provisions of Virginia Code § 2.2-4363(D) and (E) (exhaustion of administrative remedies) and § 2.2-4364 (legal actions).

O. DEBARMENT STATUS: By submitting their offers, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the 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 any other remedies which the County may have.

Q. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor’s employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor’s employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

R. ETHICS IN PUBLIC CONTRACTING: Pursuant to Virginia Code § 2.2-4367: By submitting a bid, the bidder certifies that their bid is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.

S. FORM W-9 REQUIRED: Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.

T. HEADINGS: Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.

U. IDLING REDUCTION REQUIREMENT: For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville’s Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.
V. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the County of Albemarle, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

W. INCLEMENT WEATHER/CLOSURE OF COUNTY OFFICES: If the County of Albemarle is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.

X. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the County and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the County and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, County officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor or any of Contractor’s subcontractors, agents or employees in the performance of Contractor’s or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

Pursuant to Virginia law, the County of Albemarle, Virginia may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.

Y. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the types of coverages and minimum limits specified in the attached document, INSURANCE REQUIREMENTS, protecting from claims which may arise out of or result from the Offeror’s performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable.

Z. NON-DISCRIMINATION: By submitting their bids or proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Virginia Code § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Virginia Code § 2.2-4343.1(E)).

Every contract over $10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
   a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by 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 it 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 these requirements.

2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over $10,000 so that the provision will be binding upon each subcontractor or vendor.
AA. NON-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

BB. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The County of Albemarle does not discriminate against faith-based organizations.

CC. OFFER ACCEPTANCE: Bids or Proposals (Offers) must be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.

DD. ONLINE VENDOR REGISTRATION REQUIRED: In the event of contract award, vendor is required to register using the County’s online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website at www.albemarle.org/purchasing or you can go directly to the site at http://bso.albemarle.org/bso/.

EE. OSHA STANDARDS: All contractors and subcontractors performing services for the County 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.

FF. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor’s performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

GG. PAYMENT:

a. To Prime Contractor:

1. The County shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the require payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.

3. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number.

4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which County department is being billed.

5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any County department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

b. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

   1. To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

   2. To notify the County and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

HH. PERMITS AND FEES: All offers submitted shall have included in price, the cost of any business or professional licenses, permits or fees required by the County of Albemarle or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

II. PRECEDENCE OF TERMS: The following General Terms and Conditions: applicable laws and courts, anti-discrimination, ethics in public contracting, immigration reform and control act of 1986, debarment status, antitrust, mandatory use of county form and terms and conditions, clarification of terms, payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, the Specific Terms and Conditions shall apply.

J.J. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the County’s procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). Any offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the County decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i)
invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor’s entire bid or proposal submission or volume as being “confidential” shall not be sufficient to invoke the protections referenced above.

KK. QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding the Offeror’s capabilities. The County further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

LL. RIGHT TO ACCEPT OR REJECT OFFERS: The County reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.

MM. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the County of Albemarle to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the County’s procurement activities. Toward that end the County of Albemarle encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement shall be made available.

NN. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Virginia Code § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: http://www.scc.virginia.gov/.

OO. TAXES: Include only taxes applicable to the project in this bid or proposal. The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County’s tax-exempt status will be furnished by the County of Albemarle upon request.

PP. TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

QQ. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their offers, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

RR. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but 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. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.
SS. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each offeror is required to submit a certification that its offer, or any claim resulting therefrom, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code § 18.2-498.5. As part of this offer a notarized Certificate of No Collusion must be submitted with the offer. Certificate attached.

TT. The terms and conditions set forth above within this solicitation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

XI. SPECIFIC TERMS AND CONDITIONS:

A. ADDITIONAL SITES: The County of Albemarle reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.

B. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.

C. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

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

E. RENEWAL OF CONTRACT: Contract shall be for one-year beginning date of award with the option to renew under the terms of the original agreement for up to four (4) additional one year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, Other Services, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

XII. METHOD OF PAYMENT: The Contractor should submit its invoice for the services performed for the County during the previous month, less any refunds paid out by the County in the previous month, on or before the 15th day of the following month. For example: the April 15th invoice would include fees based on a percent of the March collections less the March refunds paid out.

XIII. PRICING: See ATTACHMENT A.
XIV. ATTACHMENTS:

<table>
<thead>
<tr>
<th>ATTACHMENT</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTACHMENT A</td>
<td>Proposed Price</td>
</tr>
<tr>
<td>ATTACHMENT B</td>
<td>Offeror Data Sheet</td>
</tr>
<tr>
<td>ATTACHMENT C</td>
<td>State Corporation Commission &amp; Registered Agent Form</td>
</tr>
<tr>
<td>ATTACHMENT D</td>
<td>Certification of No. Collusion</td>
</tr>
<tr>
<td>ATTACHMENT E</td>
<td>Certification of Crimes Against Children-Not Used</td>
</tr>
<tr>
<td>ATTACHMENT F</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>ATTACHMENT G</td>
<td>Proprietary Confidential</td>
</tr>
<tr>
<td>ATTACHMENT H</td>
<td>County Contract</td>
</tr>
<tr>
<td>ATTACHMENT I</td>
<td>Business Associate Agreement (BAA) Required by the Vendor</td>
</tr>
</tbody>
</table>
PROPOSED PRICE: THE PROPOSED PRICE SHOULD BE A FEE BASED ON A PERCENTAGE OF COLLECTIONS LESS ANY REFUNDS PAID OUT BY THE COUNTY. THE FEE SHOULD COVER ALL COSTS RELATED TO THE SERVICES PERFORMED.
ATTACHMENT B

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. **Qualification**: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor’s Primary Contact**:
   
   Name: __________________________________ Phone: _________________________

3. **Years in Business**: Indicate the length of time you have been in business providing this type of good or service:
   ________ Years ________ Months

4. **Vendor Information**:

   FIN or FEI Number: ____________________________________ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact</th>
<th>Phone</th>
<th>Email</th>
<th>Dates of Service</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify the accuracy of this information.

Signed: ____________________________________ Title: ________________________________ Date: _______
**ATTACHMENT C**

**STATE CORPORATION COMMISSION & REGISTERED AGENT FORM**

*Virginia State Corporation Commission (SCC) registration information.*


The bidder:

<table>
<thead>
<tr>
<th>is a corporation or other business entity with the following Virginia SCC identification number: __________________-OR-</th>
</tr>
</thead>
<tbody>
<tr>
<td>is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-</td>
</tr>
<tr>
<td>is not required to obtain a certificate of authority from the Virginia SCC, pursuant to Virginia Code § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of: 1. Maintaining, defending, or settling any proceeding; 2. Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. Maintaining accounts in financial institutions; 4. Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities; 5. Selling through independent contractors; 6. Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts; 7. Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 8. Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired; 9. Owning, protecting, and maintaining property; 10. Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions; 11. For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term &quot;transacting business&quot; as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or 12. Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or 13. Transacting business in interstate commerce.</td>
</tr>
<tr>
<td>is an out-of-state business entity that is including with this bid <strong>an opinion of legal counsel</strong> which accurately and completely discloses the undersigned bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.</td>
</tr>
</tbody>
</table>

1
Attachment C (2020)
Registered Agent Information

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: ___________________________________________________________

Physical Address (no Post Office Boxes):

_______________________________________________________________

_______________________________________________________________

I certify the accuracy of this information.

Signed: ________________________________ Title: ________________________________ Date: _______________
CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of ____________________________, does hereby certify in connection with the procurement and offer to which this Certification of No Collusion is attached that:

This offer is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this offer the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (§§ 18.2-498.1 et seq.)

______________________________
Signature of Company Representative

______________________________
Name of Company

______________________________
Date

ACKNOWLEDGEMENT

STATE OF ____________________, COUNTY or CITY OF ________________, to wit:

The foregoing Certification of No Collusion bearing the signature of ____________________________ and dated ____________________________ was subscribed and sworn to before the undersigned notary public by ____________________________ on ____________________________.

______________________________
Notary Public

My commission expires: ____________________________

CODE OF VIRGINIA

§ 18.2-498.4. Duty to provide certified statement.

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)
ATTACHMENT E

INSURANCE REQUIREMENTS

A. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror’s performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:

   a. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.

   b. Employer’s Liability - $1,000,000. This policy shall specifically list Virginia as a covered state.

   c. Commercial General Liability - $1,000,000 per occurrence/$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The County of Albemarle and its officers, employees agents and volunteers must be named as additional insureds and be so endorsed on the policy.

   d. Automobile Liability - $1,000,000 per occurrence to include owned, non-owned, hired and temporary vehicles.

   e. Professional Liability Insurance in an amount of no less than $3,000,000 per claim and in the aggregate.

   f. Third Party Crime Insurance in an amount of no less than $500,000.

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy; professional liability may be claims made;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offeror’s policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as “additional insured”. Policies which require this endorsement include: Commercial General Liability and Automobile Liability. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.
**Effect Of Insurance:** Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

**Waiver Of Subrogation:** The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

**Sovereign Immunity:** Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the County’s sovereign immunity under law.

**Right to Revise or Reject:** The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

**Professional Liability Insurance:** At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than $3,000,000 (“Required Insurance”). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the County. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror’s insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor’s policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror’s failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.
ATTACHMENT G

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Name of Firm/Offeror: _______________________________________

RFP#: _____________________________________

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

<table>
<thead>
<tr>
<th>SECTION/TITLE</th>
<th>PAGE NUMBER (S)</th>
<th>REASON(S) FOR WITHHOLDING FROM DISCLOSURE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
COUNTY OF ALBEMARLE, VIRGINIA,
a political subdivision of the Commonwealth of Virginia,
401 McIntire Road
Albemarle, Virginia 22902
(County)

This Agreement (the “Agreement” or “Contract”) made and entered into on this ____* day of _________* of 2018, between the Contractor as identified above and the County, collectively, the Parties, hereby agree, in consideration of the mutual covenants and stipulations set forth below:

1. Scope of Work: Contractor agrees to perform such goods or services as specified in the County [Request for Proposals/Invitation for Bids] [RFP/IFB] # [20XX-XXXXX-XX] documentation, and said [RFP/IFB] is hereby incorporated in its entirety by reference and made a part of this Agreement. The detailed scope of work for this contract is included herewith as Exhibit A.

2. Incorporation of Documents and Order of Precedence: To the extent that it does not conflict with the terms of this agreement or the [RFP/IFB], the Contractor’s proposal/bid, dated [month day, year], is hereby incorporated by reference and made a part of this Agreement. In the event that a conflict or ambiguity exists or is created between this Agreement, the [RFP/IFB], or Contractor’s proposal/bid, the terms of this Agreement first and the [RFP/IFB] second, if necessary, shall govern and supersede any such conflicting or ambiguous terms.

3. Payment/Consideration Schedule: In consideration of the work to be performed by Contractor, as set forth in the section entitled, “Scope of Work,” the County agrees to pay Contractor for completed and accepted work as ordered under this Contract upon receipt of a valid invoice and, if not subject to a contract claim or claim for additional compensation as described herein, as determined by the County. A valid invoice shall be an invoice submitted for completed and accepted work and shall include detailed hours worked under each rate category, each hour of equipment used, and the rates for each of the foregoing in accordance with Contract Exhibit B, attached hereto. Prior to start of work, Contractor will provide and the Parties shall agree to a not-to-exceed proposal for any project when requested by the County. The not-to-exceed proposal shall include estimated, detailed hours worked under each rate category, estimated hours for each category of equipment, [and the rates for each of the foregoing in accordance with contract Exhibit B, attached hereto.] [Detailed pricing and maximum liability to the County for this Agreement is included herewith as Exhibit B.]

4. Term: The County's requirements of the products/services hereinafter specified are for the term of date of contract award and terminating 365 [or such completion date or period as determined by the solicitation/requirements] days after contract award, [with optional renewal clause for up to four (4) additional one (1) year terms. Renewal shall not be automatic, and any and all extensions shall by written agreement and signed by both parties in the same manner as the Agreement was executed.]

5. Non-Appropriation: The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 of any year, the end of the County’s fiscal year, are subject to its approval and ratification by the County and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event funds are not appropriated and budgeted in any fiscal year for
payments due under this Agreement, the County shall immediately notify Contractor of such occurrence, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the County of any kind whatsoever.

6. **Preconditions to Obligation**: It is understood and agreed between the parties to this contract that the County shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered, and that quantities may be increased or decreased as required.

7. **Faith-based Organizations**: County does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.

8. **Nondiscrimination**: During the performance of this contract, Contractor agrees as follows:

   A. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination clause.

   B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

   C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

   D. 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.

9. **Drug-Free Workplace**: During the performance of this contract, pursuant to Virginia Code Section § 2.2-4312, Contractor agrees to:

   A. Provide a drug-free workplace for Contractor’s employees.

   B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.

   C. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

   D. Include the provisions of the foregoing clauses in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. **Compliance with Immigration Laws**: Contractor agrees that he does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in accordance with the Code of Virginia, §2.2-4311.1.

11. **Business Entity Registration**: Pursuant to Virginia Code § 2.2-4311.2, Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall submit proof of such registration to the County. Additionally, Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Agreement.

12. **Compliance with All Laws**: Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required
to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.

13. **Business License Requirement:** If Contractor is a business located in Albemarle County, Virginia or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade, or occupation without having first obtained the proper license from the Albemarle County Department of Finance. Contractor covenants that it has a business license where one is required to perform this Agreement.

14. **Non-Assignment:** All of the conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the Agreement shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld.

15. **Audit:** The Contractor shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Contractor’s records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County’s employees, agents, or authorized representatives shall have access to the Contractor’s facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

16. **Termination with Cause:** In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the County may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section 20 herein. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, County may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the County any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by County, and provisions herein with respect to opportunity to cure default shall not be applicable.

17. **Termination without Cause:** The County may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by County, at the time of termination. If County terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to County any work completed or in process for which payment has been made.

18. **Choice of Laws and Venue:** This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for Albemarle County.

19. **Indemnification and Hold Harmless:** It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or
resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor agrees to indemnify and hold harmless the County and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the County, Contractor shall assume and defend at Contractor's sole expense any and all suits or defense of claims made against the City, its agents, volunteers, servants, employees, or officials.

20. **Notices**: All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for County shall be addressed as follows:

[name of your project manager]
[Name of school, department, or division]
[street/mailing address]
[Charlottesville, VA  22902]

With a copy to:

Samuel T. Winder
Purchasing Agent
401 McIntire Rd.
Charlottesville, VA  22902

Notices for Contractor shall be addressed as follows:

[Contractor responsible party name]
[Contractor Business Name]
[street/mailing address]
[City, State, zip]

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

21. **Entire Agreement**: This Agreement and the documents incorporated by reference and included expressly as Exhibits to this Agreement constitute the entire agreement between the Parties. This Agreement supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this Agreement. This Agreement may not be modified except in a writing signed by both parties that is expressly stated to be an amendment hereto.

22. **Independent Contractor**: Contractor shall agree and covenant that it is and shall be at all times, an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the County. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor’s liability and responsibility to safely and correctly perform its duties under this Agreement.

23. **Waiver**: No failure of County to exercise any right or power given to it by law or by this
Agreement or to insist upon strict compliance by Contractor with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the County’s right to demand strict compliance with the terms of this Agreement.

24. Interpretation: Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

25. Severability: The provisions of this Agreement shall be deemed to be severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

26. Cooperative Procurement: This Agreement was awarded in accordance with Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), and in accordance with the Purchasing Manual of Albemarle County and the County. The procurement was conducted on behalf of the County and other public bodies. Therefore, pursuant to Code Section 2.2-4304, other public bodies and agencies shall have the right to utilize the provisions of the Agreement. However, when other public bodies and agencies utilize the contract, Contractor must establish a separate contractual relationship between it and the other party. Under no circumstances shall the County be a party to or incur any obligations or responsibilities, contractual or otherwise, in association with these contractual agreements between the Contractor and another public body or agency.

27. Contract Claims by Contractor: Prompt knowledge by the County of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the County and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the County with notice of the Contractor’s intention to file a claim which (i) describes the act or omission by the County or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the Purchasing Office of the Albemarle County Department of Finance within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the County, it shall immediately take written exception to the order. For purposes of this provision, “claim” shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein. The County will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor’s written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.

28. Claims for Extra Compensation: If Contractor encounters work and services not included in this Agreement or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Agreement and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the Purchasing Office of the Albemarle County Department of Finance in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth. Upon notification, the County shall promptly review any claim for extra compensation. If a claim is accepted by the County, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun. The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the County to analyze the need for the extra work and the costs claimed for the work.
29. **Payments to Subcontractors:** In accordance with Virginia Code Section 2.2-4354 of the Virginia Public Procurement Act, the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the County; or, shall notify the County and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month unless otherwise provided in the contract to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the County with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.

30. **Insurance:** Contractor agrees to secure and maintain in full force and effect at all times during the term of this Agreement, the following policies of insurance:
   
   A. Workers’ Compensation Insurance of not less than $500,000.
   B. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars ($1,000,000) combined single limits (CSL).
   C. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars ($1,000,000) combined single limits (CSL).
   D. Errors and Omissions (Professional Liability) Insurance at limits not less than one million dollars ($1,000,000). [NOTE: Delete if not needed.]

   All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia and acceptable to the County, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the County. In certain cases, where coverage is unavailable through licensed carriers, certificates of insurance written by a Surplus Lines Carrier authorized by the Virginia State Corporation Commission to transact the business of insurance in Virginia and acceptable to the County may be approved. Contractor shall furnish the County with certificate of insurance showing Contractor’s compliance with the foregoing requirements.

   For all insurance coverage except Workers’ Compensation and Professional Liability, the School Board and its officers, employees, agents and volunteers must be named as additional insureds and shall be so endorsed to the policy or policies.

31. **Payment/Performance Bonds:** Contractor shall furnish to the County a payment bond and a performance bond in conformity with Va. Code § 2.2-4337 and/or 2.2-4339 [choose one-then delete this note] each payable to the County and each in the sum of the Agreement amount. The performance bond shall be conditioned upon the faithful performance of the Agreement in strict conformity with the terms and conditions of the Agreement, and the payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work. Each of the bonds shall be executed by one or more surety companies selected by Contractor which are licensed and legally authorized to conduct the business of insurance, including surety, within the Commonwealth of Virginia.

32. **School Contractor Certification:** Pursuant to Virginia Code Section 22.1-296.1, Contractor and agrees and certifies by his signature below that any and all persons who will provide services for or on behalf of the Contractor on public school property have not been convicted of a felony; any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or any offense for which registration is required as defined in Virginia Code Section 9.1-902. Contractor hereby agrees that this Certification shall be binding throughout the contract term and that it will provide immediate notice to the County of Albemarle and the Albemarle County of any event that renders this certification untrue.

   Contractor hereby acknowledges that any person making a materially false statement regarding any
such offense shall be guilty of a class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of this Agreement and, when relevant, the revocation of any license required to provide such services.

33. Other:

**COUNTY'S ACCEPTANCE**

County County of Albemarle County, Virginia «Company»

SIGNATURE__________________________  SIGNATURE__________________________

NAME (type/print)____________________ NAME (type/print)____________________

TITLE______________________________  TITLE______________________________

DATE______________________________  DATE______________________________

**NOTARY CERTIFICATE FOR CONTRACTOR**

STATE OF _____________
CITY/COUNTY OF__________________, to-wit:

The foregoing instrument was acknowledged before me this ____ day of ________, 20__, by ______________, of ______________________, a ______________________ corporation, on behalf of the corporation. He/She is personally known to be or has produced _________________ as proper identification.

___________________________________ Notary Public

My Commission expires: _______________________
My Registration Number: ______________________
This Business Associate Agreement ("Agreement") between Albemarle County Fire Rescue and Contractor is executed to ensure that Contractor will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Albemarle County Fire Rescue in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions
1. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate
Contractor agrees that it will:
1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Albemarle County Fire Rescue any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Albemarle County Fire Rescue without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;
5. Make PHI in a designated record set available to Albemarle County Fire Rescue and to an individual who has a right of access in a manner that satisfies Albemarle County Fire Rescue’s obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Albemarle County Fire Rescue, or take other measures necessary to satisfy Albemarle County Fire Rescue’s obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to Albemarle County Fire Rescue or an individual who has a right to an accounting within 60 days and as necessary to satisfy Albemarle County Fire Rescue’s obligations under 45 CFR §164.528;
8. To the extent that Contractor is to carry out any of Albemarle County Fire Rescue’s obligations under the HIPAA Privacy Rule, Contractor shall comply with the requirements of the Privacy Rule that apply to Albemarle County Fire Rescue when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of Albemarle County Fire Rescue, available to the Secretary of the Department of Health and Human Services for purposes of determining Contractor and Albemarle County Fire Rescue’s compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if Albemarle County Fire Rescue notifies Contractor of any restriction on the use or disclosure of PHI that Albemarle County Fire Rescue has agreed to or is required to abide by under 45 CFR §164.522; and
11. If Albemarle County Fire Rescue is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), Contractor agrees to assist Albemarle County Fire Rescue in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Albemarle County Fire Rescue’s Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Albemarle County Fire Rescue agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Albemarle County Fire Rescue of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Albemarle County Fire Rescue of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate
The specific uses and disclosures of PHI that may be made by Contractor on behalf of Albemarle County Fire Rescue include:
1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Albemarle County Fire Rescue to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Albemarle County Fire Rescue to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Contractor has been engaged to perform on behalf of Albemarle County Fire Rescue.

D. Termination
1. Albemarle County Fire Rescue may terminate this Agreement if Albemarle County Fire Rescue determines that Contractor has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party’s obligations under this Agreement, that
party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, Contractor shall return to Albemarle County Fire Rescue or destroy all PHI received from Albemarle County Fire Rescue, or created, maintained, or received by Contractor on behalf of Albemarle County Fire Rescue that Contractor still maintains in any form. Contractor shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this _____ day of _____, 2015.

Albemarle County Fire Rescue

Contractor

Signature: ______________________ Signature: ___________________________

Title: __________________________ Title: _______________________________

Date: __________________________ Date: _______________________________