



Lawrence County Government
Office of Accounts & Budgets
700 Mahr Avenue
Lawrenceburg, TN 38464
Phone: 931-766-4198 Fax: 931-244-6153
lawrencecountyttn.gov

LAWRENCE COUNTY, TENNESSEE

Request for Proposals

For

RFP No. 120324-01

Ambulance Medical Billing Services

RFP Opening

12/03/24

4:30 pm CST

Lawrence County Government will receive sealed Proposals for the provision for Ambulance Medical Billing Services and ePCR utilized by the Lawrence County Emergency Medical Services. Proposals must be received by **12:00 p.m.** on 12/03/2024. Late Proposals will be neither considered nor returned. The County reserves the right to reject any or all proposals and to award a contract based upon the best value for Lawrence County. This is a request for proposal, not a competitive proposal process.

Please Deliver Proposals to:

RFP# 120324-01
Lawrence County Office of Accounts & Budgets
700 Mahr Avenue
Lawrenceburg, Tennessee 38464

The Envelope must show the RFP#, Name and Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1. **ADDITIONAL INFORMATION:** Lawrence County wants requests for additional information routed to Kelly Odom at 931-766-4198. Questions must be emailed to kodom@lawrencecountyttn.gov.
2. **ACCEPTANCE:** Respondents shall hold their submittal firm and subject to acceptance by Lawrence County for a period of ninety (90) days from the date of the Proposal closing, unless otherwise indicated in their Proposal.
3. **AWARD:** The result of this Request for Proposal may result in a contractual agreement.
4. **CONFLICT OF INTEREST:** Vendors must have read and complied with the “non-conflict of interest” statement provided in this request for proposal prior to the closing of this solicitation.
5. **COPIES:** Lawrence County requires that Proposals be submitted as one (1) marked original and six (6) exact copies.
6. **DECLARATIVE STATEMENTS:** Any statements or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.
7. **ELECTRONIC TRANSMISSION OF PROPOSALS:** Lawrence County Government **will not** accept electronically transmitted responses. Facsimile submission is strictly prohibited. All responses must be mailed or delivered by hand.
8. **INCURRED COSTS:** Lawrence County will not be responsible for any costs incurred by the respondents in the preparation of their response.
9. **PROPOSAL DELIVERY:** Lawrence County requires all responses to be time date and stamp the envelope upon delivery to the Office of Accounts and Budgets. Lawrence County will not be

responsible for any lost or misdirected mail sent by common carrier. Lawrence County shall also not be responsible for responses delivered to other addresses other than the one listed at the top of this solicitation. The time clock in the Office of Accounts and Budgets shall serve as the official record of time.

10. **SIGNING OF PROPOSALS:** In order to be considered all Proposals must be signed. Please sign the original in **blue ink**. By signing the response document, the respondent acknowledges and accepts the terms and conditions stated in the Proposal document.
11. **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs” – “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000et seq. It is the policy of Lawrence County Government that all its services and activities be administered in conformance with the requirements of Title VI.
12. **WAIVING OF INFORMALITIES:** Lawrence County reserves the right to waive minor informalities or technicalities when it is in the best interest of Lawrence County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Lawrence County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public’s trust

1. **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Lawrence County without prior written approval of the County.
2. **APPROPRIATION:** In the event no funds are appropriated by Lawrence County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
3. **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without prior written specific consent of Lawrence County.
4. **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor’s costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

5. **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
6. **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work shall obtain all necessary permits.
7. **DEFAULT:** If the Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Lawrence County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Lawrence County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Lawrence County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Lawrence County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
8. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Lawrence County, Tennessee. The Chancery Court and/or the Circuit Court of Lawrence County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
9. **INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Submittals, Award and similar item referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
10. **INDEMNIFICATION-HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Lawrence County its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
11. **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Lawrence County shall not be responsible for any payment, insurance or incurred liability.
12. **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Lawrence County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Lawrence County. Lawrence County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or service does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

13. **IRAN DIVESTMENT ACT:** By submission of this solicitation, each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
14. **NON-BOYCOTT OF ISRAEL:** The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.
15. **LIMITATIONS OF LIABILITY:** In no event shall Lawrence County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Lawrence County has been advised of the possibility of such damages.
16. **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly an interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Lawrence County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

17. **REMEDIES:** Lawrence County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
18. **RIGHT TO INSPECT:** Lawrence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
19. **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
20. **TAX COMPLIANCE:** Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Lawrence County Procurement Division.

21. **TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
22. **WARRANTY:** Contractor warrants to Lawrence County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Lawrence County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SCOPE OF WORK

PROJECT OVERVIEW

Reference to available specifications shall be sufficient to make the terms of the specifications binding on the proposer. The use of the name of a manufacturer, or any special brand or make in describing an item, does not restrict the proposer to that manufacturer to specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the proposal. Proposers are required to notify the Lawrence County purchasing agent whenever specifications/procedures are not perceived to be fair and open. The articles on which the proposal is submitted must be equal or superior to that specified.

See following page(s) for complete specifications.

For the Proposal please include the 2 (two) pricing options listed:

- Option 1a: Proposed amount will include Billing Services, Software and necessary Hardware (ex: rugged grade laptops)
- Option 2: Proposed amount will include Billing Services and Software

1. **PURPOSE:** To Establish a Contract for Management and oversight of Emergency Medical Transport Billing and Collection Services for the County, excludes debt recovery services.

The purpose of this Solicitation is to establish a Contract for the County, for the Services as specified herein, with an entity that will provide prompt and professional service. Specifically, the purpose is to select a Provider to furnish Emergency Medical Transport Billing and collection Management and Oversight Services, billing platform technology, electronic patient care reporting (ePCR) field technology, and all necessary hardware according to the Statement of Work, entitled "SECTION III – Scope of Work", for the County.

The County is herein requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the services and Products described herein for the County.

2. **TERM OF CONTRACT:** For an initial term of one (1) year with the option to renew for an additional four (4) years in one (1) year increments. Contracts will follow our Fiscal Year Calendar of July 1st of current year to June 30th of the following year.

The Contract resulting from this Solicitation shall commence no more than ninety (90) days upon approval by the County Commission and the execution of the Agreement and shall remain in effect for a period of one (1) year at the rates offered by the Proposer in their proposal for the entire one (1) year period. After the initial one (1) year period, the County shall have the option to renew for an additional four (4) year, in one (1) year increments. Upon the completion of the initial term and again upon the completion of the optional period, the County will consider an adjustment to the process based on the Consumer Price Index.

3. **MINIMUM REQUIREMENTS**

Notwithstanding the County’s right to reject proposals for other considerations, the County will reject any proposal of a Proposer not completely responding to the Minimum Requirements listed below.

Each item listed below MUST be addressed by Proposer. Each item must be answered as either “Yes”, “No”, “Other-Explain”. The “Other-Explain” MUST be explained on Proposer’s letterhead.

Place a “check” mark in the appropriate column.

Item	Yes	No	Other-Explain
1. Proposer must have a record of providing Ground Ambulance Transport Billing and Collection Services for at least five (5) years.			
2. Proposer must provide references of the following: (If “Yes”, please provide details on Proposer’s letterhead)			
a. Ground Ambulance Transport Billing services for at least three (3) clients, with each providing a minimum of 5,000 emergency transports annually.			
b. Ground Ambulance customers who provide nonemergency (convalescent) ambulance transportation in conjunction with emergency ambulance responses.			
c. Ground Ambulance customers who participate in TN Medicaid (TennCare) and are contracted with Managed Care Organizations.			
d. Ground Ambulance customers who contract with healthcare facilities (i.e., hospitals, nursing homes, etc.) for ambulance transportation.			
3. Proposer must show proof of recent satisfactory Statement on Auditing Standards (SAS) No. 70 (minimum) audit.			
4. Proposer must be SSAE 18 certified.			
5. Proposer must provide LCEMS billing staff with access to PASSPORT insurance verification system.			

6. Proposer will assign staff members dedicated to LCEMS for the following tasks: a) Biller/coder (max. two (2) staff members), b) AR Clerk (max. two (2) staff members), c) Poster (max. two (2) staff members)			
7. All staff of proposer who code ambulance claims must be Certified Ambulance Coders.			
8. Proposer certifies that LCEMS will, at minimum, have read-only access to all LCEMS claims processed by proposer for a term not less than three (3) years following contract term. Read-only access shall be in the same/similar format as the original contract period.			
9. Proposer must provide client Portal that include the following: Comprehensive Month End Reports, Daily Deposit Reconciliation Report, and Payment Summary.			
10. Proposer must provide in-depth crew analysis that details each providers strength and deficiencies.			
11. Proposer provides visual access to the items below within the same application to be used by LCEMS Billing staff when “scrubbing” claims:			
a. Payments			
b. Explanation of Benefits			
c. Patient Demographics (including Social Security Number)			
d. Attachments			
12. Proposer provides ability for LCEMS billing staff to attach miscellaneous transport documents directly from the billing application while “scrubbing” the claims.			
13. Proposer will provide additional “add-on” items to enhance the ePCR and billing process for ambulance crew, billing staff and/or administration. (If “Yes”, please provide details on Proposer’s letterhead)			
14. Proposer will work directly with the County’s contracted Collections agency to provide delinquent accounts (based on the County’s identified collections protocol) for processing.			
15. Proposer will provide, as part of the submitted Pricing Proposal, Seven (7) WiFi enabled rugged grade laptops and all associated hardware/software that will enable ambulance staff to produce ePCR documentation.			
16. Proposer must provide ePCR ESO software and any associated cost for technical support as part of Option 1 & 2.			

4. **METHOD OF PAYMENT:** Periodic invoices for services rendered.

The Successful Proposer shall submit a detailed monthly invoice to Lawrence County EMS, ATTN: Accounts Payable, 700 Mahr Avenue, Lawrenceburg, TN 38464. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, the dates or period that the Service(s) were provided in the prior thirty (30) days.

5. **CONTENTS OF PROPOSAL:** The proposal must consist of two parts: The technical Proposal and the Price Proposal.

The Technical Proposal shall follow the format listed herein: 1. Executive summary. Provide a summary describing the Proposer's ability to meet ALL minimum requirements and perform Work requested in this Solicitation, and, any other information called for by this Solicitation which the Proposer deems relevant, including restating any exceptions to this Solicitation. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors, sub consultant, and/or suppliers.

- A. Provide relevant background information on your firm, including a brief history, firm ownership, organizational structure, location of headquarters, number and location of offices, especially those performing EMS billing/collection processes.
- B. List any subsidiary/affiliate company in the same business, the nature of the relationship, and the location of their office.
- C. State the number of years that the Proposer has been in business, and the number of years in business operation under the Proposer's current business name. Any business owner who has previously operated a business under another name must include a description of the previous business. Failure to include such information may be deemed as intentional misrepresentation by the County and may render the Proposer's Proposal non-responsive.
- D. Provide Proposer's ability to do business in the State of Tennessee and any background and experience specific to demographics of Lawrence County and its payers.
- E. Provide information on the Proposer's industry involvement and any representation with key industry associations or affiliations.

6. **REFERENCES.**

Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the proposer is currently performing. At a minimum, Proposer must have provided EMS billing services to at least three (3) clients, with each providing a minimum of 5,000 emergency transports annually.

The description should identify for each project:

- 1) The name and size of client, address telephone number and the name of the contact person;
- 2) A description of the required work;
- 3) The contract period and duration; and
- 4) Number of transports processed annually.

7. TECHNICAL INFORMATION

The following section and its subsections shall provide key information relevant to the firm's overall methodology, management and billing/collection approach, including information pertinent to validating the Proposer's ability to successfully provide the solicited services.

- A. Provide a timeline for the successful training, installation, and implementation of the Proposer's process.
- B. Describe the proposed methodology and process of providing pre-billing resources for patient data verification, including but not limited to: patient address, patient insurance and eligibility.
- C. Describe the Proposer's technology for electronic PCR and billing. Proposer must demonstrate the ability to adequately train County personnel on its effective use. Describe your training process.
- D. Describe the organization's quality initiative program and the type of measuring (or benchmarking) system used to ensure continuous improvement. Describe your coding and audit process and how you would train the County'[s personnel to perform pre-coding.

8. PRICE PROPOSAL.

Proposers are to provide an estimated total cost to the county for the services to be provided. The County will make no allowance to any successful Proposer for not having investigated the County's current operations on their own, prior to submitting their proposal. All fees (unless otherwise stated) shall be on a percentage basis of collections. Pricing shall be submitted on the form provided in "Pricing Proposal – Appendix A".

- A. Provide your Fee for the proposed management and oversight of all claims processing services utilizing Lawrence County EMS billing personnel to "scrub" claims.
- B. Describe any "add-on" options to be included in the quoted pricing (i.e. insurance verification clearinghouse access by LCEMS staff, ePCR documentation compliance programs, etc.)

9. REQUIRED INFORMATION.

Proposers shall provide documentation that demonstrates their ability to satisfy any of the required information contained herein. Proposers who do not satisfy the requirements or who fail to provide supporting documentation and/or affidavits as specified herein may be deemed nonresponsive. If a prescribed format or required documentation for the response to information requirements is listed below, Proposers should use said format and supply said documentation to be considered responsive.

- A. Proposer must carry and provide proof of errors and omissions or fiduciary liability insurance. Please identify the carrier and amounts and provide a sample Certificate of insurance.
- B. Proposers shall include audited Financial Statement for the last two (2) years.
- C. Provide documentation of successful completion of an SSAE 16 audit covering the most recent calendar year, completed by an independent certified public accountant (CPA) or firm.
- D. Provide overview of all management personnel who will be assigned to the Contract, including any subcontractors or sub consultants.

10. Other support and consulting functions as required by Lawrence County.

11. Lawrence County reserves the right to select a firm/individual to provide any or all of these tasks and Lawrence County may choose to select multiple firms/individuals using this same RFP.

SECTION IV STATEMENT OF WORK

BACKGROUND

For the fiscal year ending June 30, 2024, Lawrence County EMS handled 7,106 transports representing approximately \$3,256,379.90 in gross charges. Net transport revenue was approximately \$2,293,629.38.

Current fees are shown below:

<u>Level of Service</u>		<u>Charges</u>
Mileage	A0425	\$16.25
Advanced Life Support – Non-Emergency	A0426	\$860.00
Advanced Life Support – Emergency	A0427	\$970.00
Basic Life Support – Non-Emergency	A0428	\$630.00
Basic Life Support – Emergency	A0429	\$740.00
Advanced Life Support Level 2 – Critical Care	A0433	\$1140.00
Specialty/Critical Care	A0434	\$1250.00

Non-Transport

Public Assist	\$50.00
Refusal, No Treatment	\$50.00
Refusal, Medication Treatment	\$150.00

1. PURPOSE

The purpose of this RFP is for Lawrence County to obtain the services of a qualified firm to provide training, management and oversight of the task of processing incident information, invoicing and collecting the fees for transporting Emergency Medical Service (EMS) patients on behalf of Lawrence County EMS, in conformity with the requirements contained herein. The Proposer shall also provide pricing for the use of its ePCR technology

2. PROPOSER'S REQUIRED NUMBER OF YEARS IN BUSINESS

To ensure that the Successful Proposer has a proven record of service and experience, the Successful Proposer's company is required to have been successful in the business of billing and collecting fees for Emergency Medical Transportation Services actively and continuously for a minimum of five (5) years.

3. MINIMUM SCOPE REQUIREMENT

The proposed solution must meet the following minimum acceptable requirements:

- A. The Proposer must provide hardware and software for the County's use of an ePCR field data reporting system. The software must facilitate field collection of all pertinent incident information related to the proposer documentation of CAD incident data, patient demographics, patient health and treatment, and any other data required for obtaining maximum compliant reimbursement and reporting to the State of Tennessee as required.
- B. The Proposer must provide for the County a system to process ePCR information into patient accounts, "scrub" claims, and provide reporting. The County prefers a web-enabled solution requiring no hardware investment to access billing and collection functions. Proposer must provide information regarding its proposed system including computer operating system, hardware, configuration, and software to be used. Proposer must identify what will be provided by the Proposer to satisfy the County's requirements for processing incident information and for support of all billing and collection activities and demonstrate their ability to successfully install, support, access and maintain the required system in remote offices.
- C. Provide accounting solutions that meet SSAE 18 audit requirements and generally acceptable accounting procedures.
- D. Invoice the County monthly for services rendered based on a percentage of revenue collected.

- E. Maintain any and all documents, records, and patient information in a safe and secure HIPAA-compliant manner that will allow inspection and audit by the County or its agents upon proper notification and within the scope of the awarded contract.

4. SERVICES TO BE PROVIDED

In order to facilitate the County's personnel in meeting the objectives the successful Contractor shall provide:

- A. A complete EMS billing and accounts receivable management system that will support the processing of the County's transports by the County's personnel and Proposer. This shall be provided without requiring any additional hardware or software purchases by the County and shall include any associated software/system updates or required upgrades during the contract period.
- B. HIPAA-compliant security and data management with the capability of establishing personnel access rights and privileges.
- C. Web-based reporting capabilities supporting the management of billing and collection operations, as well as crew documentation management.
- D. Training on the use of the billing technology on processes to the County's personnel.
- E. Management and oversight of the billing and collection processes, including feedback to the County's EMS Administration regarding County personnel performance.
- F. Training on proper documentation with regard to improving collections and compliance.
- G. Provide at least quarterly meetings, one required to be in person, to assess of revenue with recommendations for improvements.
- H. Provide technology capabilities for the seamless import of Zoll 12-lead EKG data into the ePCR software.

COMMUNICATION WITH LAWRENCE COUNTY DURING PROPOSAL PROCESS

Communication with Lawrence County during the proposal process shall be with the below listed individual unless otherwise directed:

Lawrence County Office of Accounts and Budgets
Attn: Kelly Odom - Purchasing Agent
700 Mahr Avenue, Lawrenceburg, TN 38464
Phone: 931-766-4198
Email: kodom@lawrencecountytn.gov

A RFP will be disqualified if outside communication occurs with county officials other than Kelly Odom. All inquiries must be in writing by email. All questions with answers will be sent to all known vendors.

Scope of services, specifications and requirements for this project may be reviewed at: www.lawrencecountytn.gov or by contacting Purchasing Agent, Kelly Odom at kodom@lawrencecountytn.gov.

To ensure accuracy, all communication with Lawrence County should be via email.

RFP SCHEDULE

The begin date of the Contract will be determined at a later date.

11/13/24	8:00 am CST	RFP Issued
12/03/24	12:00 pm CST	Deadline to Submit Proposals
12/03/24	4:30 pm CST	Purchasing Meeting to open RFP's
01/28/25	5:00 pm CST	Award of Contract

Lawrence County reserves the right to make adjustments as needed to the above schedule.

EVALUATION CRITERIA

<u>Item</u>	<u>Point Value</u>
Accomplishing the tasks listed in Project Scope. (There are 16 task – each task is worth 2 points each)	32 max
Capacity to perform the services within the established timeframe.	9 max
References – including contact information for at least three organizations. (Three (3) references are required – each reference is worth 3 points each.)	9 max
TOTAL	50 Points

PRICING PROPOSAL (APPENDIX A)

The proposer shall submit the attached Price Proposal Page(s) (Appendix A), filled out and signed. The proposer shall indicate the annual percentage of gross collections to be paid by the County, as identified below.

An estimated gross collection of \$2.2 million shall be used for the percentage portion of the fee. The total cost shall be calculated as follows:

Percent (%) of gross collection for ePCR hardware, software, Billing platform and related services including Claim denials and appeals management:

Option 1 = _____ %

Option 2 = _____ %

Name (print): _____

Title: _____

Signature: _____

Date: _____

Proposer understands and accepts the non-appropriation of funds provision of the Lawrence County Government.

PROPOSAL PACKAGE

The sealed proposal package must include all the following, when applicable. Any sealed proposal may be rejected as a non-conforming proposal if any applicable item is missing.

- Lawrence County requires that Proposals be submitted as one (1) marked original and six (6) exact copies.
- Evidence of a valid State of Tennessee business license and/or Lawrence County business license, if applicable. If vendor does not have current license, one must be provided within ten business days of award notification.
- RFP Sheet/Contact Information/Certification by Vendor (Attachment 1).
- Signed and completed Statement of Non-Collusion (Attachment 2).
- Conflict of Interest Statement (Attachment 3).
- If proposal is in excess of \$25,000, a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment 4) must be completed.
- Attestation Regarding Personnel (Attachment 5) must be completed.
- Properly completed Internal Revenue Service (IRS) Form W-9.

The package containing the proposal must be sealed and clearly marked on the outside of the package as follows:

Vendor Name/Contact Email Address
Ambulance Medical Billing Services and ePCR for Lawrence County EMS
DO NOT OPEN

Proposals will be received until Tuesday, December 3, 2024 at 12:00 pm CST. Proposals received after that time will be deemed invalid. Lawrence County is not responsible for delivery from any carriers. Vendors mailing proposal packages must allow sufficient time to ensure receipt of the package by the time specified. The proposals will then be presented to the Lawrence County Purchasing Committee, on Tuesday, December 3, 2024 at 4:30 pm CST to be publicly opened and read aloud. Proposal will then be evaluated by the Lawrence County Purchasing Committee, EMS Director Michelle Ayers, Assistant EMS Director Kane Watkins, and Kelly Odom, Lawrence County Purchasing Agent.

Lawrence County will negotiate with the recommended firm its proposed fee and/or contract terms and conditions.

Vendors must guarantee that all information included in the proposal will remain valid for a period of at least ninety (90) days from the date of proposal opening to allow for evaluation of all proposals.

Samples of items, when called for, must be furnished free of expense and, if not destroyed, will, upon proposer's request within ten (10) days of RFP opening, be returned at the proposer's expense. Each sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP number, and item reference.

Lawrence County is not responsible for any costs incurred by any vendor pursuant to the RFP. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

INSTRUCTIONS FOR PROPOSAL

A. Responses

1. Proposal must include point-by-point responses to the RFP.
2. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error and must be initialed in ink by person signing the proposal.
3. Payment terms must be specified in the proposal, including any discount for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days
4. Proposal must include a list of exceptions to the specifications, if any.
5. Proposal must include the legal name of the vendor and must be signed by a person legally authorized to bind the vendor to a contract.
6. Other than bonding requirements and business license, any and all proposed requirements must be met prior to submission. Bonding and business license requirements must be met before Lawrence County signs contract.
7. The proposer understands and accepts the non-appropriation of funds provision of Lawrence County.
8. If noted in the section "proposal specifications" or if later requested, the proposer will be required to provide a reference list of clients.
9. Lawrence County is tax exempt.

B. Vendors

1. All vendors are required to have a current IRS Form W-9 on file with Lawrence County. It can be obtained from the Internal Revenue Service's website at www.irs.gov.

2. To comply with the Tennessee Lawful Employment Act (50-1-702 and 50-1-703), non-employees (individuals hired as independent contractors) must have on file any one of the following documents:
 - Valid Tennessee driver's license or photo identification issued by department of safety.
 - Valid driver's license or photo identification from another state where the license requirements are at least as strict as those in Tennessee.
 - U.S. birth certificate.
 - Valid U.S. passport.
 - U.S. certificate of birth aboard (DS-1350 or FS-545).
 - Report of birth abroad of a U.S. citizen (FS-240).
 - Certificate of citizenship (N560 or N561).
 - Certificate of naturalization (N550, N570, or N578).
 - U.S. citizen identification card (I-197 or I-179).
 - Valid alien registration documentation or proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual's complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one number).
3. If required, a Tennessee business license must be on file in the finance department. Evidence of the license must be provided within ten business days following notification of award. Otherwise, Lawrence County may rescind its acceptance of the proposal.

INSURANCE REQUIREMENTS AND LIABILITY

Each respondent to the RFP who may have employees, contractors, or agents working on Lawrence County properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation at least which meet state standards. The owner or principal must also be insured by workers' compensation if they will be performing any of the services on Lawrence County properties. There will be no exceptions to the insurance requirement. Proposer must indemnify and hold Lawrence County harmless against any claim which might be filed against it. Proposer also understands that the evidence of required insurance must be submitted within ten business days, unless specified otherwise under RFP specifications, following notification of award; otherwise, Lawrence County may rescind its acceptance of the proposal.

The vendor shall indemnify Lawrence County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

Lawrence County has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

CLARIFICATION AND INTERPRETATION OF RFP

The words “**must**” and “**shall**” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for the rejection of the proposal. There are other requirements Lawrence County considers important but not mandatory. It is important to respond to a concise manner to each section of this document and submit an itemized list of all exceptions.

Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to Lawrence County.

In the event any interested vendor finds any part of the listed specifications, terms or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to immediately notify Lawrence County, via email at kodom@lawrencecountytn.gov of such matters. All questions must be received a minimum of five days before proposal’s “deadline.”

Unauthorized contact regarding this RFP with employees or officials of Lawrence County other than persons named above may result in disqualification from this procurement process.

Withdrawal or Modification of Proposal may be withdrawn at any time for any reason. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided it fully conforms to the same general terms and requirements.

PROCEDURES FOR EVALUATING PROPOSALS AND AWARDING CONTRACT

In comparing the proposals to this RFP and making awards, Lawrence County may consider such factors as the quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price. Lawrence County reserves the right to ask questions of the proposer for clarification of proposal.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.

EVALUATION REVIEW: Lawrence County reserves the right to accept or reject any and all proposals for any reason. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests to Lawrence County. Lawrence County reserves the right to use all pertinent

information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgement as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the evaluation process results. Information on a service provider from reliable sources, and not within the service provider's submittal, may also be noted and made a part of the evaluation file. Lawrence County shall have sole responsibility for determining a reliable source. Lawrence County reserves the right to conduct written and/or oral discussion/interviews after the Proposals have closed. The purpose of such discussions/interviews is to provide clarification and/or additional information. These discussions/interviews shall be at no cost to Lawrence County.



ATTACHMENT 1

RFP SHEET/CONTACT INFORMATION/CERTIFICATION BY VENDOR

Company Legal Name: _____

Company Official Address: _____

Company Website: _____

Company Phone: _____

Date: _____ Proposal Valid Thru Date: _____

Proposal Number/Title: Lawrence County Government Ambulance Medical Billing

Deadline: December 3, 2024.

CERTIFICATION BY VENDOR

I, the undersigned, certify that on behalf of vendor, I am authorized to attest and obligate the above certification and to legally bind vendor to these terms, conditions, and obligations.

Authorized Company Representative Name and Title (printed)

Authorized Company Representative (signature)

Date

ATTACHMENT 2

NONCOLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:
(printed name of person signing Affidavit)

1. He/She is the _____ of _____
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
(legal name of entity submitting bid or proposal)

the Offeror that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Submittal and of all pertinent circumstances respecting such Proposal;
3. Such Submittal is genuine and is not a collusive or sham Submittal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or sham Submittal in connection with the Contract for which the attached Submittal has been submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached Submittal or of any other Offeror, or to secure through any other Offeror, or to fix any overhead, profit or cost element of the submittal or other submittal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Lawrence County, TN or any person interested in the proposed contract: and

(Signature of Affiant)

(title of Affiant)

ATTACHMENT 3

CONFLICT OF INTEREST STATEMENT

I, _____, president or other principal Officer of
_____, swear or affirm that I/we are not employed by
Name of Company

Lawrence County Government and has no conflicts of interest and will not permit any conflict of interest to arise and/or continue in connections with the provision of goods or services.

President or Principal Officer For: _____
Name of Company

ATTACHMENT 4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted or had a civil judgement rendered against it:
 - For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or proposal rigging; or
 - For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Company Legal Name

Authorized Company Representative Name and Title (printed)

Authorized Company Representative (signature)

Date

_____ I am unable to certify to the above statement. Attached is my explanation.

ATTACHMENT 5

ATTESTATION REGARDING PERSONNEL USED IN CONTRACT PERFORMANCE

Company Legal Name:	
Federal Employer Identification Number (or Social Security Number):	

The contractor, identified above, does hereby attest, certify, warrant, and assure that the contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract.

Authorized Company Representative Name and Title (printed)

Authorized Company Representative (signature)

Date