



**CHARLES COUNTY GOVERNMENT (CCG) – PURCHASING DIVISION
REQUEST FOR PROPOSALS (RFP) SUMMARY SHEET**

RFP Number: 23-14

RFP Title: Emergency Medical Services (EMS) Billing Services

Description of Work:

The County Commissioners of Charles County are hereby requesting sealed proposals from qualified firms to perform Emergency Medical Services (EMS) Billing Services to include patients transported via ambulance to health facilities or other facilities and for billable non-transport charges.

Date of Issuance:

02/21/2023

Proposal Delivery Address:

Sole Point of Contact /Purchasing Representative Information:

Charles County Government, Purchasing Division
Attn: Brittany Ryans, *Senior Procurement Specialist*
200 Baltimore Street, Room #B130
La Plata, MD 20646

Name & Title: Brittany Ryans, *Senior Procurement Specialist*
Email: RyansB@CharlesCountyMD.gov

Solicitation Events

Pre-Proposal Meeting: Not Applicable Optional Mandatory Refer to **Part A, Section 1.5.1**

Registration: 03/06/2023 before 8:00 a.m. ET

Date & Time: 03/07/2023 at 9:00 a.m. (ET)

Location: Virtual

Last Day for Questions: 03/14/2022 before 8:00 a.m. ET Refer to **Part A, Section 1.5.2**

Proposal Due Date: 03/28/2022 before 11:00 a.m. ET Refer to **Part A, Section 1.5.3**

Provision Requirements

Technical Proposal Item Descriptions: Refer to Part A, Section 1.3

Complete Quantities: Three (3) unbound copy & One (1) redacted copy, if redaction requested

Technical Proposal Package:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Tab 1 – Cover Letter | <input checked="" type="checkbox"/> Tab 4 – Work Plan & Schedule |
| <input checked="" type="checkbox"/> Tab 2 – Project Experience | <input checked="" type="checkbox"/> Tab 5 – Provider Training |
| <input checked="" type="checkbox"/> Tab 3 – Staffing Qualifications | <input checked="" type="checkbox"/> Tab 6 – HIPAA Compliance & Cyber Security |
| | <input checked="" type="checkbox"/> Tab 7 – Additional Items |

Original Proposal Submission Package

Original Proposal Item Descriptions: Refer to Part A, Section 1.4

Complete Quantities: One (1) unbound original, One (1) unbound copy, & One redacted copy, if redaction requested

Original Proposal Package:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Cost Proposal Form | <input checked="" type="checkbox"/> Non-Collusion Affidavit Form |
| <input checked="" type="checkbox"/> Reference Forms - 3 | <input checked="" type="checkbox"/> MBE Utilization Affidavit Form |
| <input checked="" type="checkbox"/> Addendum Certification Form | <input checked="" type="checkbox"/> Proposed Sub-Contractors Form |
| <input checked="" type="checkbox"/> SLBE Forms (if applicable) | |

Digital Submission Package

Complete Quantities: One USB drive containing a separate file for each submission package (technical & original) & redacted versions, if applicable

Other Information

Evaluation Details: Refer to **Part A, Section 2.0**

Contract Term:

Refer to **Part A, Section 3.2**
The Contractor selected shall provide the services and all requirements contained herein for a base period commencing on the date of contract execution by the County or date specified by the County in writing and ending on March 31, 2024, with four (4) optional 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on April 1 and end on March 31 of the same calendar year.

Price Adjustment: Yes, Refer to **Part A, Section 3.3** Not Applicable

General Provisions: Refer to **Part A, Section 4.0**

Insurance: Refer to **Part C**

CCG MBE/SLBE Contact: Economic Development Department at (301) 885-1340 x2202

MBE/SLBE Directory: <http://www.meetcharlescounty.com/local-minority-business-programs/>

MBE Goal: Yes, Aspirational 25% - Refer to **Part A, Section 1.4.2** Not Applicable/Exempt

SLBE Program Applicable: Yes, Refer to **Part A, Section 1.4.3** Not Applicable/Exempt

NOTE: Times and dates are subject to change due to extenuating circumstances, including inclement weather. Offerors may obtain County operating status by calling 301-645-0600 (meeting times cannot be verified at this number) or by referring to County operations status updates on the Charles County Government website at <http://www.CharlesCountyMD.gov>.

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PART A – INSTRUCTIONS, PROVISIONS, AND NOTICES

1.0 PROPOSAL INSTRUCTIONS

1.1 PROPOSAL SUBMISSION CONDITIONS

Refer to the *Summary Sheet* for the proposal submission location, due date, and time. Late submission, modification, or withdrawal of proposals after the due date/time will NOT be considered. Offerors are solely responsible for timely delivery of their proposal submission.

Proposals shall be valid and irrevocable for a minimum of one hundred-twenty (120) consecutive calendar days from the due date. An Offeror may submit only (1) proposal in response to this RFP.

If the County is closed for business when proposals are due, for whatever reasons, sealed proposals will be accepted on the next business day the County is open, at the originally scheduled due date and time. Offerors shall monitor the Bid Board for schedule changes issued via addendum.

NOTE: Due to Charles County mail processing, additional time may be necessary for mail delivery. It is the Offeror's sole responsibility to ensure that proposals are submitted timely and to the appropriate location. Acceptable delivery methods are by courier, in-person hand delivered, United States Postal Service, United Parcel Service or Federal Express. Other methods of delivery shall not be accepted.

1.2 PROPOSAL SUBMISSION INSTRUCTIONS & FORMS

Any information identified as "Confidential" shall be noted by reference and appended to the *Proposal Submission*. Each item identified as "Confidential" shall be accompanied by an explanation. Refer to *Part A, Section 3.13*.

Forms listed in the *Summary Sheet* are published separately in an electronically fillable format, which are available with the other solicitation documents on the Charles County Bid Board.

1. RFP 23-14 – Forms – 230221.docx

Forms are available for download from the Charles County Bid Board via the County's website by following these steps:

1. Go to <http://www.CharlesCountyMD.gov/>.
2. Click on "Business".
3. Click on "Online Bid Board".

1.3 TECHNICAL PROPOSAL PACKAGE

Offerors shall submit copies specified on the *Summary Sheet* of the Technical Proposal package in a sealed envelope separate from the Original Proposal package labeled with the Company's name and address and marked "Technical Proposal". Cost information shall not be included in the Technical Proposal.

1.3.1 Technical Proposal Package Content

At a minimum, each technical proposal shall include the following items in the stated order; all pages shall be numbered; using font size of eleven (11) point or larger, printed one-sided on 8.5 x 11 size paper, and all the listed components must be included. Do not provide references to other section/tabs, documents or websites for the information required; information should be specifically included in the RFP response. Technical proposals which do not include all components or use the proper format may be considered non-responsive and therefore not reviewed or considered for award.

Provide a Table of Contents with the specified tabs, page numbers, and content below for each tab.

1. **Tab 1 – Cover Letter:** The Offeror must describe an understanding of this project's scope of work and the ability to meet the projected timeline for transition to commence billing services for the County. Additionally, include innovative or alternative value-added processes used which may be considered applicable to this project.
2. **Tab 2 – Project Experience:** Provide a list of at least three (3) local government level EMS billing contracts in the past five (5) years to include references for previous or current contracts.
3. **Tab 3 – Staffing Qualifications:** List the names, qualifications, certifications, licenses, and experience of the principals

and employees or subcontractors who will be involved in the project. Clearly indicate the number of years of experience of each individual and describe each individual's specific experience. Specifically, the County is looking for staff with subject matter expertise and experience with Maryland Codes, Regulations, Laws, and Code of Federal Regulations specific to the EMS billing including Center's for Medicare & Medicaid Services regulations & guidance for EMS billing. The County retains the right to accept/reject the proposed resolute client representative.

4. **Tab 4 – Work Plan and Schedule:** Provide a description of the implementation work plan and schedule. Provide an overview of the workflow process to execute all requirements listed in *Part C, Section 2.0 Scope of Services* including examples of deliverables (i.e., accepting ePCR reports, verification of data, billing, monthly income verification reports, etc.). Include a list of key responsibilities expected from County staff for successful implementation and continued billing services.
5. **Tab 5 – Provider Training:** Provide a description of available instructional materials for in depth compliance and documentation training for EMS personnel & Emergency Services Billing Coordinator.
6. **Tab 6 – HIPAA Compliance & Cyber Security:** Provide a description of how to maintain HIPAA compliance including the cyber security measures that you have in place to prevent a data breach and the emergency plan should a breach occur.
7. **Tab 7 – Additional Items:** Provide any other important information for consideration.

1.4 ORIGINAL PROPOSAL PACKAGE

Offerors shall provide the copies specified on the *Summary Sheet* of the Original Proposal package in a sealed envelope separate from the Technical Proposal package labeled with the Company's name and address and marked "Original Proposal".

The Original Proposal Package shall include all items identified on the *Summary Sheet*.

1.4.1 Cost Proposal Form

Cost proposals shall be submitted on the *Cost Proposal Form*. All blank spaces of the form shall be fully completed in legible ink or typewritten. The Offeror shall provide pricing as specified on the *Cost Proposal Form*. Prices shall include all profit, overhead, equipment, transportation cost, etc. All pricing shall be rounded to the nearest whole cent (e.g., \$.01). There shall be no hidden costs. Such pricing shall cover all services and materials to be provided as part of this Contract as specified in this solicitation.

The *Cost Proposal Form* states the Offeror is or will be licensed to do business in the State of Maryland prior to contract award, and that the Offeror has complied with and takes no exceptions to all requirements of the RFP. The *Cost Proposal Form* must be signed by the company official authorized to enter into binding contracts. Any information identified as "Confidential" shall be noted by reference and appended to the *Cost Proposal Form*. Each item identified as "Confidential" shall be accompanied by an explanation. Refer to *Part A, Section 3.13*.

1.4.2 Minority Business Enterprise (MBE) Program – MBE Utilization Affidavit Form

This form shall be completed in legible ink or typewritten. "NA" shall be noted on the form if it is Not Applicable.

Charles County Government has established an MBE Program which applies to all formal solicitations. There is an aspirational goal of 25% MBE participation for each project. Certified MBEs are encouraged to respond.

The County recognizes, as Minorities, the following groups: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The County will automatically recognize MBE status for any firm certified by the Maryland Department of Transportation (MDOT), Federal 8-A registration or Charles County Government.

The awarded Offeror shall be required to report MBE Utilization to the County post award on the County's "MBE Utilization – Post Award" form, if they have proposed any MBE usage.

1.4.3 Small Local Business Enterprise (SLBE) Program – SLBE Certification Form & SLBE Letter of Intent

If marked "Applicable" on the *Summary Sheet*, this form shall be completed in legible ink or typewritten. "NA" shall be noted on the form if it is Not Applicable.

Charles County Government has established a Small Local Business Enterprise (SLBE) Program, which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program that may apply to a formal solicitation resulting in an award of less than \$500,000.00 if they:

- Are registered in the Charles County SLBE Program and eligible in all other respects, at the time the firm's proposal is submitted.
- Complete the required SLBE forms and indicate their SLBE status.
- Are susceptible for award for a contract valued less than \$500,000.00.

Registered Charles County SLBEs must meet all the same requirements of non-SLBE offerors. Firms must have completed the registration process and have achieved full SLBE status by the due date for proposals, in order to receive consideration as a SLBE during the evaluation of proposals.

1.4.4 Reference Form

Offerors shall be required to complete and submit the **Reference Form**. Offerors shall demonstrate at least three (3) years of experience and provide project summaries for a minimum of three (3) representative projects over the past five (5) years in each category below. Experience of subcontractors may not be used as experience of the prime. Representative projects shall reflect the capabilities of the Offeror serving in a prime capacity. Within each category below please include a variety of references reflecting the Offerors role:

- EMS Billing Services

1.4.5 Addendum Certification Form

Offerors shall be required to complete and submit the Addendum Certification Form. "NA" shall be noted on the form if it is Not Applicable.

1.4.6 Proposed Sub-Contractors Form

Offerors shall be required to complete and submit the Proposed Sub-Contractors Form. "NA" shall be noted on the form if it is Not Applicable.

1.4.7 Non-Collusion Affidavit Form

Offerors shall be required to complete, notarize, and submit the Non-Collusion Affidavit Form.

1.5 SOLICITATION EVENTS (AS NOTED APPLICABLE)

1.5.1 Pre-Proposal Meeting

Firms must register in advance to attend the pre-proposal meeting. To register, email the **Purchasing Representative** specified on the **Summary Sheet** their company name and participant(s) name(s), email address(es), and telephone number(s). Participation instructions shall be provided to registered participants the day before the pre-proposal meeting. The attendance roster will be published on the County's Bid Board. Refer to the **Summary Sheet** for registration, date and time, and location information.

1.5.2 Last Day for Questions

The County will not provide responses to questions after the deadline to submit questions specified on the **Summary Sheet**.

1.5.3 Proposals Due to County

Proposals shall be submitted to the County as stated on the **Summary Sheet**. There shall be no public opening of proposals.

1.6 OFFEROR CERTIFICATION OF ACCEPTANCE

By submitting a proposal in response to this RFP, the Offeror certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the final contract documentation. All work, if any, shown on the contract drawings, specifications, and reports referenced in the **RFP or any Appendices** is made part of this solicitation package.

1.7 INCURRING COSTS

The County is not liable for any costs incurred by the Offeror prior to full execution of the contract.

1.8 ADDITIONS/MODIFICATIONS TO SOLICITATION FORMS

Modifications of or additions to the **Cost Proposal Form** or any other County form may be cause for rejection of the proposal, however, the County reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to proposal acceptance, the County may, in its sole discretion, request that the Offeror withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

1.9 ALTERNATE OFFERS

Offerors must bid on only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Offerors must determine for themselves which to offer. If an Offeror submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the bid items or items being bid upon to be considered non-responsive and rejected.

1.10 “OR EQUAL” INTERPRETATIONS

Identification of an item by manufacturer’s name, trade name, catalog number, or reference is intended to be descriptive but not restrictive in that it is used for the purpose of describing the type, style, quality, performance, and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Proposals on other makes and/or models will be considered provided in the *Cost Proposal Form* what is being proposed and forwards with the proposal, complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an “equal”.

1.11 OFFEROR INVESTIGATIONS

Prior to submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

1.12 SOLE POINT OF CONTACT

The Purchasing Representative identified on the *Summary Sheet* is the SOLE POINT OF CONTACT at Charles County Government for this procurement. All communication between offerors and Charles County Government shall be with the Purchasing Representative until a fully executed contract is delivered to the Contractor. Offerors or any of their authorized representatives may not initiate contact with Charles County Government or County Contractors other than the Contact identified on the *Summary Sheet*, for any reason during the bidding process or prior to full contact execution. Any communication outside this process may result in disqualification.

1.13 QUESTIONS

All inquiries concerning technical, or bidding information shall be directed in writing (via email) with the solicitation number and name in the subject line to the Purchasing Representative identified on the *Summary Sheet*, prior to the due date and time specified. The County will not provide responses to questions after the due date and time specified on the *Summary Sheet*. The person submitting the request will be responsible for its prompt delivery.

1.14 ADDENDA AND SUPPLEMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the Offeror to make an adequate interpretation of the provisions of this solicitation, a supplement to the solicitation will be issued. The Offeror shall acknowledge in their proposal, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by the County. Oral statements made by County personnel shall not bind the County in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement.

Any interpretation, correction, changes to the solicitation will be made only by addendum duly issued and will be posted on the County Bid Board found at www.CharlesCountyMD.gov. Click on “Business” and then “Online Bid Board”. Any and all addenda issued prior to the proposal due date/time shall become a part of the contract documents and shall be covered in the Offeror’s proposed prices unless an alternate price schedule is presented by addendum. It is the responsibility of the Offeror to check the County Bid Board as frequently as necessary to obtain all updates and addenda to the solicitation.

1.15 ABILITY TO PERFORM

Offerors shall have the capability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time.

The County reserves the right to request any additional information, utilize references not provided by an Offeror, and validate any information provided by an Offeror by any means deemed necessary by the County for the purpose of determining the Offeror’s ability to perform the services described herein.

1.16 ERRORS

Any errors in computations may be corrected during the County's review of the proposals. The County shall not be responsible for Offeror computation errors contained on the *Cost Proposal Form*. All values contained on the *Cost Proposal Form* remain the responsibility of the Offeror. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity. Errors on any forms submitted remain the sole responsibility of the Offeror.

1.17 COUNTY RIGHTS/DISCLAIMERS & REJECTION OF QUOTES/BIDS/PROPOSALS

1.17.1 County Rights/Disclaimers

1. Reject any or all proposal submissions;
2. Issue a new RFP;
3. Cancel, modify, or withdraw the RFP;
4. Issue addenda, supplements, and modifications to this RFP;
5. Modify the RFP process (with appropriate notice to Offerors as described herein);
6. Appoint an Evaluation Committee and evaluation teams to review proposal submissions;
7. Approve or disapprove the use of particular subcontractors and/or substitutions and/or changes in proposal submissions;
8. Revise and modify, at any time before the Proposal Due to County date, the factors it will consider in evaluating proposal submissions and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the County will publish an addendum. The County may extend the RFP due date if such changes are deemed by the County, in its sole discretion, to be material and substantive;
9. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the RFPs;
10. Disqualify any team that changes its Proposal Submission without County written approval;
11. Retain ownership of all materials submitted in hard-copy and/or electronic format.

1.17.2 Rejection of Quotes/Bids/Proposals

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be sufficient for the disqualification of an offeror and the rejection of its proposal:

1. Evidence of collusion among offerors.
2. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or from previous experience with the offeror.
4. Default on a previous similar contract for failure to perform.
5. Being delinquent in payments due to Charles County Government.
6. Exceptions or exclusions to the requirements of the solicitation.
7. Failure to be in "Good Standing" with the State of Maryland.
8. Previous substandard performance on a County contract.
9. Failure to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable or unlikely to perform the requirements.
10. Failure to furnish information requested by the County.

The County reserves the right to reject any/all proposal, to waive irregularities and/or informalities in any proposal, and to make an award in any manner, consistent with law, and deemed in the best interest of the County.

1.18 GOOD STANDING REQUIREMENTS

In order to be eligible for award, Offerors shall meet the following conditions prior to contract award:

1. Their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
2. All payments to Charles County Government have been paid and are not delinquent.
3. Their firm is in "good standing" with the State of Maryland Department of Assessments and Taxation.

1.19 RESTRICTIONS: NOT APPLICABLE

An individual or a person that employs an individual who the County utilized in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement. Proposal from such an individual or entity will be rejected.

The following is a list of Contractor(s) and/or sub-Contractor(s) that have received monetary compensation under a contract with the County as the prime Contractor to develop the Request for Proposals and have been retained by the County to perform construction phase services on the behalf of the County for this procurement.

*.NA

In addition, the County Ethics Committee administers the provisions of the *County Ethics Code, including §170 of the Charles County Code* that contains various restrictions on participating in County procurements.

1.20 NOTIFICATIONS

Legal notice given by the County to the Offeror shall be sent to the address provided on the Offeror’s *Cost Proposal Form*. Notice given by the County by any of the following:

1. A communication delivered by shall be deemed as having been received by the addressee three (3) business days after the date of mailing.
 - a. UPS or FedEx or other delivery service; or
 - b. USPS first class postage mail; or
 - c. USPS certified, or
 - d. USPS registered mail.
2. A communication delivered by email shall be deemed as having been received by the addressee the same day the email was sent.

1.21 NEGOTIATIONS

The County may negotiate contract terms, price, statement of work, or other conditions that results in the most advantageous outcome for the County. In the event an agreement satisfactory to the County cannot be negotiated, the County may terminate negotiation and move to another Offeror.

2.0 PROPOSAL EVALUATION PANEL AND CRITERIA FOR EVALUATION

All materials, conferences, proposals, and other matters related to this project shall remain confidential until the contract is executed with the selected firm. The County may use any appropriate technical resources to assist during any part of the evaluation process.

2.1 RESPONSIVENESS REVIEW

The County will review the proposal for minimum responsiveness criteria. Proposals that do not meet the minimum responsiveness criteria may be rejected as non-responsive, at the sole option of the County. Any deficiencies will be reviewed and determined by the Chief of Purchasing.

2.2 EVALUATION CRITERIA

Proposal evaluation will include, but is not limited to, the following:

Item #	Evaluation Criteria Description	Points
1	<p>Contract Billing Understanding/Approach/Capability of firm including but not limited to:</p> <ul style="list-style-type: none"> • Understanding of the scope of services requirements; • Offeror’s ability to conduct the requirements; • Offeror’s presentation & breakdown of monthly reconciliation reports; • Offeror’s training package for EMS providers & Emergency Services Billing Coordinator. 	30
2	<p>Staff Experience/Qualifications including but not limited to:</p> <ul style="list-style-type: none"> • Appropriate professional staff to be assigned for these services; • Staff subject matter expertise and experience with Maryland Codes, Regulations, Laws, and Code of Federal Regulations specific to the EMS billing including Center’s for Medicare & Medicaid Services regulations & guidance for billing. 	20
3	<p>Offeror’s Contract Experience including but not limited to:</p> <ul style="list-style-type: none"> • Number of contracts of similar scope of County’s requirements; 	10

	• Offeror has a minimum of 5 years of documented experience with EMS billing in other local government jurisdictions.	
4	Price	40
TOTAL POINTS		100

Additionally, this RFP is subject to the Small Local Business Enterprise (SLBE) Program as described herein. Registered SLBE Program Offerors will be provided preferential points assuming the Offeror’s proposal is found to be responsive, responsible, and the Offeror is eligible for award meeting all other award provisions. An additional ten (10) points will be granted to a registered SLBE prime on top of the Proposal evaluation score. Non-SLBE Offerors utilizing a registered SLBE Program business as a sub-Contractor will receive additional points, prorated based upon the percentage of the value of the services to be provided by the SLBE (i.e., SLBE sub-Contractor participation of 50 percent would be awarded an additional five (5) points on top of the Proposal’s evaluation score).

2.3 EVALUATION

Offerors’ proposals will be evaluated by an evaluation committee who will evaluate and score the proposals in accordance with the criteria specified above. The County reserves the right to conduct the evaluation in any manner considered in the best interest of the County. The County may utilize any information obtained as a result of reference checks, proposal clarification or additional information requests, offeror negotiations or any other means deemed necessary at the sole discretion of the County to identify the proposal that best meets the County’s needs.

3.0 AWARD AND CONTRACT FORMATION

The County reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County.

3.1 AWARD OF CONTRACT

The County intends to award this solicitation on the basis of a combination of the evaluation of the Offerors’ experience and qualifications, as well as the proposed price (**Item A1 - Total Price**). Award will not be based upon cost alone, and this solicitation does not commit the County to award a contract or to award to the firm which has submitted the lowest fee. The evaluation criteria may include: the Offeror’s demonstration of their understanding of the work to be performed, past experience, technical ability, other resources, qualifications of personnel, results of reference checks, and record of similar work performed satisfactorily. In addition, the County reserves the right to accept any proposal either in part or in its entirety.

At any time, the County may request an Offeror to provide additional items such as: additional information, clarification, references, interviews/presentations, and any other documentation needed to assist the County in the award selection process. Failure of an Offeror to furnish requested information may constitute grounds for determining an Offeror’s proposal as non-responsive at the sole option of the County.

3.2 TERM OF CONTRACT

The Contractor selected shall provide the services and all requirements contained herein for a base period commencing on the date of contract execution by the County or other date specified by the County in writing and ending on June 30, 2024, with four (4) optional 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1st and end on June 30th of the following calendar year.

This contract shall be automatically renewed unless notice of nonrenewal shall be made to the Contractor by Charles County Government at least forty-five (45) calendar days prior to the contract anniversary date which is the date in the Notice to Proceed, contract begin date, or otherwise indicated by Charles County Government.

3.3 PRICING ADJUSTMENT FOR EXTENSION YEARS

When applicable as indicated on the *Summary Sheet*, pricing under the resulting Contract shall remain firm through the base term. Thereafter, pricing may be adjusted at the beginning of each succeeding year and/or Contract renewal period at the written request of the Contractor to the Chief of Purchasing. Any pricing adjustments shall be determined based upon the percentage change in the Consumer Price Index (CPI) from the previous year. For purposes of this agreement, the CPI is defined as the Consumer Price Index for All Urban Consumers, All Items, as published by the United States Department of Labor, Bureau of Labor Statistics. For purposes of adjustment, the CPI used for each subsequent year of the Contract shall be the last published percentage change in the CPI (for the previous 12 months) either on, or prior to, the anniversary date of the Contract. Price adjustments shall take effect upon written approval by the County.

3.4 QUANTITY CONTRACTS AWARDED

The County intends to award the contract to one firm. The contract entered into with the successful Offeror shall meet all standard provisions required by the County.

The County intends to contract with a single firm and not with multiple firms doing business as a joint venture. Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

3.5 CONTRACT EXECUTION

The successful Offeror to whom the contract shall have been awarded shall be required to execute the County contract (or as authorized by the County) and shall furnish all requirements due at contract execution, which may include, but is not limited to performance bonds and/or payment bonds, insurance certificates, equipment inspections, licenses, etc., as specified herein.

3.6 CONTRACT DOCUMENTS

All work under this project shall be in accordance with the contract documents. The Contract documents for this project includes, but is not necessarily limited to, this solicitation package, project plans and specifications as shown in ***RFP and other referenced ordinances, manuals, and specifications.***

Contract Documents shall also include:

- a. All written modifications, amendments and change orders to this Contract issued in accordance with the ***General Provisions.***
- b. Contractor's proposal and accompanying exhibits submitted in response to the County's Project Criteria and Solicitation; and any solicited and/or unsolicited Alternates to the Solicitation accepted by the County in writing.

The Contract Documents are intended to permit the parties to complete the work and all obligations required by the Contract Documents within the specified time(s) for the proposed price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the County will make a determination on which item of discrepancy shall take precedence. Within listed documents or group of documents, the later dated shall have precedence over the earlier requirements, and specific requirements shall have precedence over the general requirements.

3.7 DEFAULT AND SUSPENSION

If an Offeror who has been selected for award and offered a contract refuses or fails to execute the contract and/or fully comply with all requirements of this solicitation within fourteen (14) consecutive calendar days after receipt of formal notice of award or an alternate date specified by the Chief of Purchasing, the Offeror may be considered to have defaulted with respect to execution of the contract, and to have abandoned all rights and interests in the contract. In such instance, the bid security, if any, may be declared forfeited to the County without further notice to the Offeror. In the event of such default, award may then be made to another Offeror determined to be in the best interest of the County, or the solicitation may be cancelled and/or re-advertised for proposals as deemed if deemed in the best interest of the County.

A Contractor, who has executed a contract with the County, may be considered to have defaulted in the performance of the Contract, by failure to comply with the requirements of the contract, sub-standard performance, failing to complete the contract, and/or by other significant errors and omissions as determined by the Project Manager and the Chief of Purchasing. In such instance, the Contractor's performance and/or payments bonds, if any, may be exercised, and the Contract terminated and awarded to another Offeror if determined to be in the best interest of the County.

An Offeror/Contractor, who has defaulted as discussed above, may be declared by the Chief of Purchasing to be ineligible to bid on future County solicitations for a period of up to two (2) years from the date the County determined the Offeror/Contractor to have defaulted. This determination by the Chief of Purchasing shall be final, and not subject to appeal.

3.8 OFFEROR/AWARD PROTESTS

- a) All protests made pursuant to solicitations must be in writing and delivered to the Chief of Purchasing within the timeframes specified:
 - i. Protests must be delivered to the Chief of Purchasing no later than ten (10) consecutive calendar days after the basis for the protest (i.e., notification of rejection of Offeror's proposal, notification of removal of Offeror from consideration, etc.) is known or should have been known, whichever is earlier.

- ii. If protesting contract award, the protest must be delivered to the Chief of Purchasing within ten (10) consecutive calendar days after the Purchasing Division has publicly posted the proposed contract award. This provision shall only apply to “aggrieved” Offerors.
- iii. If Offeror seeks as a remedy the cancellation or amendment of the solicitation, the protest must be delivered to the Chief of Purchasing before the submission date for bids/proposals.
- iv. If the County is closed for business at the due date and time, for whatever reasons, protests will be accepted on the next business day of the County prior to 12:00 p.m. (Eastern Time).

Protests shall be considered timely only if received in the Purchasing Division office prior to close of business within the timeframes specified above.

- b) All protests made pursuant to solicitations shall be delivered to the Chief of Purchasing:
 - Charles County Government
 - ATTN: Chief of Purchasing,
 - Purchasing Division (Room B130)
 - 200 Baltimore Street,
 - La Plata, Maryland 20646
- c) Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to “Charles County Government”. The Chief of Purchasing, may, at their sole election, return the filing fee to the protesting Offeror, if the protest is sustained. Filing fees for unsustained protests shall not be returned. The Chief of Purchasing must dismiss any protest not timely received.
- d) Only an Offeror that is “aggrieved” is eligible to file a protest. Aggrieved means that the Offeror who is filing the protest is susceptible for an award of the contract if the protest is sustained (e.g., a fourth ranked Offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked Offerors, or would require that the solicitation be reissued). Each protest must contain the following: identification of the solicitation; the name, address, and telephone number of the protesting Offeror; a statement supporting that the Offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and all other matters which the Offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasive argument to support the protest is on the Offeror making the protest.
- e) The Chief of Purchasing shall forward to the County Attorney, all protests timely received and appropriate information addressing the circumstances of the protest. The Chief of Purchasing shall also forward for the County Attorney’s information, all protests not timely received and/or otherwise ineligible, that was dismissed by the Chief of Purchasing.
- f) The Chief of Purchasing, after consultation with the County Attorney, shall determine whether to sustain or reject the protest, and shall provide written notice of their determination to the Offeror making the protest, and to the County Attorney. In the case of a sustained protest, the Chief of Purchasing, after consultation with the County Attorney, shall determine what remedy shall be taken to redress the protest. Decisions shall be final, and not subject to appeal.

3.9 PERFORMANCE EVALUATIONS

The County shall perform periodic performance evaluations, at the County’s discretion, on all work performed by the Contractor under this Contract. The Contractor shall have the opportunity to review performance evaluations upon request. Performance evaluations shall be maintained in the County’s contract files.

3.10 ASSIGNMENT OF CONTRACT

The Contractor shall not sublet any portion of this contract or assign or transfer any interest in this contract without receiving prior written approval from the County, Chief of Purchasing.

3.11 SUBCONTRACTORS

Subcontractors may not be used in the conduct of this contract without express written approval of the County. The County reserves the right to reject any subcontracted relationship if changes or additions of subcontractors are necessary during the life of the contract. Subcontracts for any portion of this contract must be clearly identified in the Offeror’s proposal. Subcontracts are subject to Minority Business Enterprise (MBE) and Small Local Business Enterprise (SLBE) requirements detailed herein. Prime contractor shall perform a minimum of fifty percent (50%) of the work proposed.

3.12 NEWS RELEASE

No news releases pertaining to this bid request or the service, study, or project to which it relates will be made without County approval.

3.13 PUBLIC INFORMATION ACT/CONFIDENTIALITY NOTICE

Offeror should give specific attention and identification of those specific portions of their proposals which they deem to contain confidential and/or proprietary information. Such information must be individually noted as being confidential or proprietary.

either at that location, or in a separate consolidated listing contained within the bid/proposal/quote and provide justification of why the material should not be subject to disclosure by the County upon request under the Maryland Public Information Act. Offerors may not declare their entire bid/proposal/quote package to be confidential or proprietary. Failure to provide specific identification and justification may result in the County releasing the information if requested to do so.

3.14 CAMPAIGN FINANCE REFORM ACT OF 2013

The Maryland Campaign Finance Reform Act of 2013 dictates that Contractors with single contracts of \$200,000 or more shall file certain campaign finance-related disclosures with the Maryland State Board of Elections. Contractors shall certify that they have filed the requisite disclosure, and if the Contractor fails to provide this certification, the County must notify the State. In the event of Contract award, the Contractor shall certify that campaign finance-related disclosures are filed with the Maryland State Board of Elections as applicable.

3.15 HOLIDAY SCHEDULE

The following holidays are observed by the County:

New Year’s Day	Labor Day
Martin Luther King Jr’s Birthday	Indigenous People’s Day
Washington’s Birthday	Veterans Day
Good Friday	Election Day (When Applicable)
Memorial Day	Thanksgiving Day
Juneteenth	Day After Thanksgiving
Independence Day	Christmas Day

3.16 MID ATLANTIC PURCHASING TEAM RIDER CLAUSE

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1.0 Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2.0 Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well as reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, Contractors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region. A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>.

4.0 GENERAL PROVISIONS

Any provision specified in this section is addressed elsewhere in the solicitation, **Part B-SPECIAL PROVISIONS section** shall supersede.

4.1 DEFINITIONS:

The term COUNTY, as used herein, refers to the COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND, hereinafter called the COUNTY, represented by the CONTRACTING OFFICER, the Director of the Using Department, or their designated representative who is authorized to act for the COUNTY.

4.1 INDEMNIFICATION CLAUSE

The Contractor shall protect, hold free and harmless, defend and indemnify Charles County, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of contractor's agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, its officers, agents and employees.

4.2 GOVERNING LAW

This Contract shall be governed by and construed only in accordance with the laws of the State of Maryland.

4.3 PAYMENT OF TAXES

The Offeror firm awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The County tax exempt status cannot be transferred to the Contractor.

4.4 SPECIFICATIONS AND DRAWINGS

The CONTRACTOR shall keep on the work site, a copy of the drawings and specifications and shall at all times give the CONTRACTING OFFICER access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the matter shall be promptly submitted to the CONTRACTING OFFICER, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without such a determination shall be at its own risk and expense. The CONTRACTING OFFICER shall furnish from time to time such detailed drawings and other information as he may consider necessary, unless otherwise provided.

4.5 RESPONSIBILITY OF THE CONTRACTOR

- A. The CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONTRACTOR under this contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in their design, drawings, specifications, and other services.
- B. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR'S negligent performance of any of the services furnished under this contract.
- C. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.

4.6 CHANGES

- A. The COUNTY may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. Any claim of the CONTRACTOR for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the CONTRACTOR of the notification of change unless the COUNTY grants a further period of time before the date of final payment under this contract.
- B. The CONTRACTOR shall provide no services for which an additional cost or fee will be charged without prior written authorization by the COUNTY.

- C. Additional Costs:
The cost of any change ordered in writing by the CONTRACTING OFFICER which results in an increase in the contract price will be determined by one or the other of the following methods, at the election of the CONTRACTING OFFICER.
- (1) On the basis of a stated lump sum price, or other consideration fixed and agreed upon by negotiation between the CONTRACTING OFFICER and the CONTRACTOR in advance, or if this procedure is impractical because of the nature of the work or for any reason,
 - (2) On the basis of the actual necessary cost as determined by the CONTRACTING OFFICER, plus a fixed fee to cover general supervisory and office expense and profit. The fixed fee shall not exceed fifteen percent (15%) of the actual necessary costs. The actual necessary cost will include all reasonable expenditures for material, labor, and supplies furnished by the CONTRACTOR and a reasonable allowance for the use of his plant and equipment where required, but will in no case include any allowance for general superintendent, office expense, or other general expense not directly attributable to the extra work. In addition to the foregoing, the following will be allowed: the actual payment by the CONTRACTOR for workmen's compensation and public liability insurance; performance and payment bonds (if any); and all unemployment and other social security contributions (if any) made by the CONTRACTOR pursuant to Federal or State statutes; when such additional payments are necessitated by such extra work. An appropriate extension of the working time, if such be necessary, also will be fixed and agreed upon, and stated in the written order.
- D. Reduced Costs:
The cost of any change ordered in writing by the CONTRACTING OFFICER which results in a decrease in the contract price will be determined in a manner conformable with paragraph C.2 under Additional Costs.

4.7 TERMINATION

- A. The COUNTY may, by written notice to the CONTRACTOR, terminate this contract in whole or in part at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill his obligations under this contract.
- Upon receipt of such notice, the CONTRACTOR shall:
- (1) Immediately discontinue all services affected (unless the notice directs otherwise), and
 - (2) Deliver to the COUNTY the originals of all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing under this contract, whether completed or in process.
- B. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price shall be made but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of the CONTRACTOR to fulfill his obligations under this contract, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for any additional cost occasioned to the COUNTY.
- D. If, after notice of termination for failure to fulfill obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Article.
- E. The rights and remedies of the COUNTY provided in this Article are in addition to any other rights and remedies provided by law or under this contract.

4.8 DISPUTES:

- A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising hereunder which is not disposed of by agreement shall be decided by the COUNTY, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of the COUNTY shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the CONTRACTOR executes and furnishes a written appeal to the COUNTY COMMISSIONERS OF CHARLES COUNTY. The decision of the

COUNTY COMMISSIONERS for the determination of such appeals shall be final and conclusive.

- B. The provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative is alleged; provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the COUNTY'S decision.
- C. This Disputes Article does not preclude consideration of questions of law in connection with a decision provided in paragraph (A) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative on a question of law.

4.9 COUNTY RIGHTS:

All designs, drawings, specifications, notes, computations, and other work developed in the performance of this contract shall be and remain the sole property of the COUNTY and may be used on any other work without additional compensation to the CONTRACTOR. With respect thereto, the CONTRACTOR agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The CONTRACTOR, for a period of three (3) years after final payment under this contract, agrees to furnish and provide access to all retained materials on the request of the COUNTY. Unless otherwise provided in this contract, the CONTRACTOR shall have the right to retain copies of all such materials beyond such period.

In the event that the COUNTY uses any of the above-mentioned materials for purposes other than those covered under this contract or other than for which it was provided, the CONTRACTOR shall not be held liable for any personal or property damage arising from such use.

4.10 EXAMINATION OF RECORDS:

- A. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. The foregoing constitutes "records" for the purposes of this Article.
- B. The CONTRACTOR'S office, or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the COUNTY or their authorized representative(s). In addition, the COUNTY, or their authorized representative(s), shall, until the expiration of three (3) years from the date of final payment under this contract, or of the time periods for the particular records specified, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract along with the computations and projections used therein.
- C. The CONTRACTOR shall include in each subcontract, a provision that includes paragraphs A and B of this Article, binding each subcontractor to the requirements outlined in the above-mentioned paragraphs.

4.11 COVENANT AGAINST CONTINGENT FEES:

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4.12 ACCIDENT REPORTS:

The CONTRACTOR shall promptly investigate and maintain a complete record of accidents resulting in personal injury, death, or property damage incident to performance of work under this contract. Loss of or damage to COUNTY equipment or property in the custody of the CONTRACTOR shall be reported to the COUNTY within twenty-four (24) hours after the occurrence of the accident, together with full details relating to the incident.

4.13 CONTRACTOR'S ORGANIZATION:

The CONTRACTOR shall furnish to the COUNTY within two weeks after executing this contract, and thereafter prior to any

annual renewal date, a chart showing the overall organization provided for the performance of this work and the names and titles of personnel employed in connection with the work, and shall furnish from time to time, revised organization charts reflecting any substantive changes therein. The CONTRACTOR agrees to retain the listed key employees assigned to the performance of the work under this contract and shall not reassign or remove any of them without the consent of the COUNTY. Whenever, for any reason, one or more of the aforementioned employees is unavailable for assignment for work under this contract, the CONTRACTOR shall, with the approval of the COUNTY replace such employee with an employee of substantially equal abilities and qualifications.

The CONTRACTOR shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.

The CONTRACTOR shall require in each subcontract, a provision that requires each subcontractor to advise the CONTRACTOR promptly of any significant changes in the organization of such subcontractor, and the CONTRACTOR shall promptly advise the COUNTY of any such changes reported to the CONTRACTOR or otherwise discovered by the CONTRACTOR.

4.14 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED

During the performance of any contract awarded pursuant to this RFP, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin 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 Article.
- B. The CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, will state such CONTRACTOR is an equal opportunity employer.
- C. Notices advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4.15 CERTIFICATION OF DRAWINGS AND OTHER DOCUMENTS

All original drawings and the first page of all specifications, estimates, or similar documents shall have affixed or contain the seal of a duly qualified and authorized professional CONTRACTOR certifying to the completeness and accuracy of the work performed.

4.16 COMPOSITION

If the CONTRACTOR hereunder is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

4.17 CONFLICTS

It is the spirit and intent of these General Provisions, and the Special Provisions to provide that the services and all parts thereof shall be fully completed and suitable in every way for the purpose for which the project was intended. The CONTRACTOR shall supply all materials and perform all services, which reasonably may be implied as being incidental to the work of this contract. In the event of a conflict between the General and Special Provisions, the Special Provisions will govern.

4.18 DELIVERY POINT, INSPECTION, AND APPROVAL

All items required to be furnished by the CONTRACTOR under this contract shall be delivered at the CONTRACTOR'S expense to the attention of the County's authorized representative located at:

Project Manager
 Charles County Government
 Department of Emergency Services
 10425 Audie Lane
 La Plata, MD 20646

The CONTRACTOR will be notified if the submittal, or any portion thereof, is rejected. In this event, the CONTRACTOR will be required to resubmit those rejected materials so that they fully comply with the requirements of this contract. The decision of the COUNTY as to acceptance or rejection of the required submittals shall be final, subject only to the provisions

of Article 5 "Disputes" of the General Provisions of this contract.

4.19 DESIGNATION OF COUNTY'S REPRESENTATIVE

The CONTRACTOR'S day to day activities and work production will be monitored by a person designated by the COUNTY to act as the authorized representative to administer this contract in whole or in part.

No oral statement of any person and no written statement of anyone other than the CONTRACTING OFFICER, or the authorized representative, shall modify or otherwise affect any provision of this contract.

Designation and termination of the COUNTY'S representative shall be done in writing.

4.20 DOCUMENT STANDARDS

- A. Plan format and contents shall be consistent with the County' s plan preparation manual.
- B. Specifications, Reports, and other narrative statements in final form for submission to the COUNTY shall be prepared on 8 1/2" X 11" white bond paper. Specifications shall follow the "Master Format" developed by the Construction Specifications Institute (CSI).
- C. Bibliographies. If the preparation of reports and other narrative statements involves the use of reference and research materials, the CONTRACTOR shall prepare a bibliography of such material and include it in the final document. Each bibliography shall include the following information:
 - (1) Books
 - a. Name of author or authors, editors, or institution responsible for writing the book.
 - b. Full title of book (including subtitle, if there is one).
 - c. Series name and number (if applicable).
 - d. Volume number (if any).
 - e. Edition (if not the original).
 - f. City of publication.
 - g. Publisher's name.
 - h. Date of publication.
 - (2) Articles of Periodicals
 - a. Name of author.
 - b. Title of article.
 - c. Name of periodical.
 - d. Volume number.
 - e. Date of article.
 - f. Pages occupied by article.

4.21 INSPECTION

The COUNTY, through any authorized representative, may at all reasonable times inspect or otherwise evaluate the work being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made by the COUNTY on the premises of the CONTRACTOR or subcontractor, the CONTRACTOR shall provide and shall require the subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the COUNTY representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

4.22 INVESTIGATION OF FIELD CONDITIONS

The CONTRACTOR shall visit the areas where work is to be performed and by his own investigation satisfy himself as to the existing conditions affecting the work to be done. If the CONTRACTOR, including subcontractor, does not visit the area, he will nevertheless be charged with knowledge of conditions, which a reasonable inspection would have disclosed. The CONTRACTOR shall assume all responsibility for deductions and conclusion as to the difficulties in performing the work under this contract.

4.23 PATENTS

The CONTRACTOR shall hold and save the COUNTY, and all officers and agents thereof harmless from and against all and

every demand of any nature and kind for or on account of the use of any patented or copyrighted inventions, article, or process employed by the CONTRACTOR in the performance of the work.

4.24 PERMITS

Without additional cost to the COUNTY, the CONTRACTOR shall obtain all applicable permits, licenses, and insurance; shall pay all charges and fees; and shall give all notices necessary and incidental to the due and lawful performance of the services under this contract.

4.25 PUBLICITY

Except with the prior approval of the COUNTY, the CONTRACTOR shall not release for publication any drawing, rendering, perspective sketch, photograph, report, specification, cost estimate, or other material of any nature pertaining to the facilities, for which services are performed under the terms of this contract.

The provisions of this Article shall extend also to the release of any such materials to any person not so authorized by the COUNTY.

4.26 RESPONSIBILITY FOR MATERIALS AND RELATED DATA

Except as otherwise provided in this contract:

- A. The CONTRACTOR shall be responsible for any materials and related data covered by this contract until they are delivered to the COUNTY at the designated delivery point;
- B. After delivery to the COUNTY at the designated point and prior to acceptance by the COUNTY or rejection and giving notice thereof by the COUNTY, the COUNTY shall be responsible for the loss or destruction of or damage resulting from the negligence of officer, agents, or employees of the COUNTY acting within the scope of their employment;
- C. The CONTRACTOR shall bear all risks as to rejected materials and related data after notice of rejection, except that the COUNTY shall be responsible for the loss, destruction, or damage resulting from the gross negligence of officers, agents, or employees of the COUNTY acting within the scope of their employment;
- D. After delivery to, and acceptance of, the COUNTY shall be responsible for the loss or destruction of or damage to the materials and related data so delivered and accepted.

4.27 RISK, DAMAGES

The CONTRACTOR shall assume all risks of injury to persons or property arising out of CONTRACTOR'S sole negligent acts, errors or omissions in CONTRACTOR'S performance of work under this contract and shall indemnify and save harmless the COUNTY against all claims, causes of action (cost and expense) on account of bodily injuries to, and death of persons, and damages to property arising from the sole negligent acts, errors or omissions of the CONTRACTOR in connection with the prosecution of the work under this contract.

4.28 FEE AND PAYMENT

For the furnishing of all services as specified herein, the CONTRACTOR shall be paid the total fee specified. After completion of work as requested and prior to final payment, the CONTRACTOR shall furnish to the Contracting Officer, a release of claims/liens against the COUNTY arising out of the contract, other than claims specifically accepted from the operation of the release.

Progress payments to the CONTRACTOR shall be made on the basis of monthly itemized invoices submitted for the actual percentage of physical work completed by the CONTRACTOR and accepted by the COUNTY. Invoices shall include a description of the work, the percentage completed during the month, and the cost to date for each item of services performed; with the invoice, the CONTRACTOR shall submit progress copies of plans, reports, specifications, details, etc. labeled as "PROGRESS PRINTS FOR INVOICE #__" and dated. The total of the progress payments shall not exceed ninety (90) percent of the total contract amount. The remaining ten (10) percent shall be paid upon completion of the contract.

Progress payments to the CONTRACTOR will be due and payable thirty (30) calendar days after the COUNTY receives an acceptable invoice. In accepting payment of the fee represented by this invoice, the CONTRACTOR acknowledges that he has no unsatisfied claim against the COUNTY arising out of this Contract and the CONTRACTOR forever releases and discharges the COUNTY and its officers, agents, and employees from any past or future claim or demand whatsoever arising out of the

direct or indirect operations of the CONTRACTOR under this Contract.

4.29 TRAVEL

All travel required to be performed in connection with the services including all meetings with COUNTY or any Government or Quasi-Government agencies, departments, hearings, discussions, explanations to be rendered under this contract shall be included in the fee and be at no additional expense to the COUNTY, unless authorized in writing by COUNTY prior to travel.

4.30 RELATED COST

The cost of all direct and indirect services, related services, surveys, photographs, aerial surveys, aerial photographs, tax maps, planning maps, traffic studies, supplies, testing of any land if required, compliance with regulations, laws, ordinances in effect, cost of interim documents and their reproduction as and when requested by COUNTY, shall be included in the fees and be at no additional cost to the COUNTY.

4.31 CONFLICT OF INTEREST

The CONTRACTOR is hereby specifically prohibited from engaging in any activities which are, might be construed to be, or may give the appearance of a conflict of interest in the performance of this contract.

4.32 FAIR TREATMENT OF SUBCONTRACTORS AND CONTRACTORS

- A. The CONTRACTOR must make payment to any subcontractor or Contractor within 15 business days of receiving payment from the County for a CONTRACTOR invoice submitted to the County that billed for services or commodities provided by that subcontractor or Contractor.
- B. CONTRACTORS may not impose retainage rates upon sub-contractors that are higher than those rates imposed upon the CONTRACTOR by the County.

4.33 COMPLIANCE WITH FEDERAL EMPLOYMENT REGULATIONS

- A. Federal law requires that employers must verify that an individual whom they plan to employ or continue to employ in the United States is authorized to accept employment in the United States.
- B. By submitting a bid/proposal in response to this solicitation, the bidder/Contractor certifies that no person will be employed on this project in any manner, including sub-CONTRACTOR's and suppliers, that is not eligible to work in the United States, or whose employment is in violation of State or federal law. The CONTRACTOR has sole responsible for compliance with this requirement.
- C. Violation of this requirement may result in termination of the Contract, a penalty of \$1,000 per day or occurrence, whichever is higher, and/or reporting of the violation to the appropriate authorities.

******* END OF INSTRUCTIONS, PROVISIONS, AND NOTICES *******

PART B – SPECIAL PROVISIONS

1.0 GENERAL

The County is requesting proposals from qualified contractors to provide EMS billing services that includes patient transportation via ambulance to health facilities and/or other facilities for billable non-transport charges. Billing services include billing for Mobile Integrated Health Services (MIHS) reimbursements as described in Md. Code Ann., Article-Health-General, § 15-114.1 and reimbursements through the Emergency Service Transporter Payment Program (ESPP). Services include collection from insurance carriers, financial reporting, analytical services, and employee training.

2.0 SCOPE OF SERVICES

The Contractor shall:

- A. Provide electronic billing of Medicare, Medicaid, and private insurance claims, including third party payors for EMS services provided including MIHS as allowable by state law, no later than five (5) business days of receipt of the electronic patient care reports (ePCR) from the County. Send second billing notice to the patient or responsible party thirty (30) days after the original billing. The third notice (final notice) will be sent to the patient or responsible party thirty (30) days after the second notice has been mailed. Billed services will include base fee, mileage, and on-scene medical treatment when applicable.
- B. Process all claims within 40 business hours of Contractor's receipt of the claim. The claims shall be divided into multiple revenue categories including Medicare, Medicaid, Private Insurance and Private Pay.

- C. Conduct any follow-up required to obtain necessary insurance information for payment processing.
- D. Use professionally trained and fully compliant coders to manually review and code all ePCR.
- E. Be responsible for reviewing each ePCR for content and accuracy for billing purposes. The Contractor shall be responsible for all pre-billing review, including verification for proper documentation appropriate patient signatures and data entry from the ePCR. The Contractor is required to perform any essential research and notify the County of any discrepancies.
- F. Assign the appropriate billing procedure code and ICD-10 diagnosis code based on the documentation, treatment, and chief complaint of the patient by ensuring that the appropriate fee box has been selected and the documentation to support the charge is present.
- G. Be required to obtain patient's insurance information and submit required billing to include the patient's secondary and tertiary insurance carriers (if applicable).
- H. Prepare and execute patient refunds and provide appropriate record keeping and reporting to the County.
- I. Provide the following documents:
 - 1. Daily Payment logs (sent once per week) with deposit confirmation attached and a monthly summary showing balancing of daily depositions to collection report.
 - 2. Collections profiles for each month, dating back to the beginning of this contract.
 - 3. Status of all accounts for the current month and total in the contractor's system.
 - 4. Aging Receivable Report.
 - 5. Month End Reports.
 - 6. Monthly write off reports.
 - 7. Overpayment (refund request) invoices.
 - 8. Non-sufficient funds check Reports.
 - 9. Uncollectable(s) Report (listing undeliverable, unable to locate, etc.).
- J. Enter into a business associate agreement with the County EMS to ensure all HIPAA policies are adhered to. Any violations of HIPAA by the Contractor will be grounds to terminate all contractual agreements immediately.
- K. Evaluate the current data collection configuration of the County and make recommendations to the County on any reconfiguration that might be required to assure minimal interruption of the data stream.
- L. Comply with all HIPAA regulations regarding protected health information (PHI) and guardian of all record sets and shall maintain any and all documentation records and patient information in a safe and secure manner allowing for inspection and/or audit by the County.
- M. Assist the County with any audits related to EMS billing or collections activity.
- N. Comply with the County Emergency Services Billing Coordinator and County Attorney requests for billing charges in a timely manner.
- O. Be responsible for renewing all Medicare and/or Medicaid licensing.
- P. Be required to pay for all postage, computer equipment, telephone lines, billing software, computer supplies, envelopes, address labels, letterhead, insurance claim forms, Privacy Notices, and all other supplies required for collections.

- Q. Provide operational financial reports monthly as well as ad hoc report requests on an as needed basis.
- R. Provide, at no additional cost, in-depth compliance/documentation training for County EMS personnel.
- S. Provide support and County Fiscal Year (July 1 to June 30) documentation for the Emergency Service Transporter Supplemental Payment Program.
- T. Assign a dedicated client representative to the Charles County Department of Emergency Services account.
- U. The Contractor shall provide human contact during the County's operating hours, Monday - Friday 8:00 AM - 4:30 PM including a toll-free telephone number at no additional cost to the County.
- V. Provide billing services for Mobile Integrated Health Services (MIHDS) reimbursements as described by Md. Code Ann., Article-Health-General § 15-144.1.
- W. Maintain all records for a minimum of seven (7) years in accordance with CMS guidelines and then turn over the records to the County for permanent storage.

2.1 EMS BILLING SERVICES FEE

For the billing and collection services rendered by the Contractor hereunder, the County shall pay the Contractor a fee in an amount equal to a mutually agreed percentage of all collections (i.e., payments actually received by the County) per month for Services billed by the Contractor on behalf of the County during the term of this Contract Agreement, including collections received after the effective date of termination of this Contract

The Contractor shall submit an invoice to the County each month reflecting the fee due for billing and collection services rendered during the previous month. The County shall pay each invoice within thirty (30) days after receipt.

The County's obligation to pay this billing fee shall survive the termination of this Contract and continue so long as collections continue to be received by the Contractor on behalf of the County, the Lock Box, or any other account or party, on claims for Professional Services which were submitted by the Contractor during the term of this Contract.

Upon termination of this Contract, and for as long as any accounts receivable remain outstanding on claims for Professional Services which were submitted by the Contractor during the term of this Agreement, the County shall permit the Contractor and its representatives, at no charge to the Contractor, to inspect and copy during normal business hours the books and records of the County and Bank (or any other billing agency or management company hired by the County to collect claims submitted by the Contractor, and any other bank utilized by the County to deposit such collections) as they relate to this Contract, or the claims submitted by the Contractor on behalf of the County. In addition, the County shall provide to the Contractor monthly reports and copies of all checks and back-up documentation relating to payments received after termination of this Contract for claims submitted by the Contractor during the term of this Contract.

No sales, excise or other tax or assessment assessed by any Federal, state, or local government authority, instrumentality or regulatory authority against the County, or payable by the County, shall cause a reduction of the fees payable by the County to the Contractor under this Contract, and all such taxes and assessments, if any, shall be the sole responsibility of the County.

2.2 INVOICES

Provide electronic billing of Medicare, Medicaid, and private insurance claims, including third party payors for EMS services provided including MIHS as allowable by state law and no later than five (5) business days of receipt of the electronic patient care reports (ePCR) from the County.

Invoices, as set forth above, may be emailed or mailed directly to:

Charles County Department of Emergency Services
10425 Audie Lane
La Plata, MD 20646
EMSBilling@CharlesCountyMD.gov

Invoices shall include any calculations performed to determine the net fee owed to the Contractor. Calculations shall include any and all refunds that were issued during the specific billing period, a breakdown by service (i.e. ALS, BLS, Technical and

Licensing Fees and any service without specific identification), and any interest earned on monies that pass through the Contractor. Two spreadsheets shall accompany said invoice. One spreadsheet shall contain statistics, by month with the Fiscal Year accumulation, of the services provided including the total number of transports, the total amount charged, and the total amount received in payment for both ALS and BLS. The second spreadsheet shall be a bank reconciliation of the same.

3.0 PROPOSAL ITEM DESCRIPTIONS

Prices quoted shall include everything necessary for the execution and completion of the work including, but not limited to, furnishing all materials, equipment, tools, and all management, superintendence, and labor.

3.1 ITEM A1 – EMS BILLING SERVICES FEE

Payment: Items specified under Item A1 of the *Cost Proposal Form* establishes the unit rate for which payment will be made by the County to the Contractor. The Contractor shall invoice the County within ten (10) business days for the prior calendar month based on the unit rate specified.

*****END OF SPECIAL PROVISIONS*****

PART C – INSURANCE

1. The Contractor shall provide insurance at their expense with companies acceptable to the County, and pay premiums for the following insurance:

Applicable	Provision	
<input type="checkbox"/>	Commercial Automobile	Commercial automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units: i. Bodily Injury: \$1,000,000 per person \$2,000,000 per occurrence ii. Property Damage: \$500,000 per occurrence
<input checked="" type="checkbox"/>	Worker’s Compensation	In compliance with Maryland Statutory Liability
<input checked="" type="checkbox"/>	Commercial General Liability	Minimum limits of: \$2,000,000 (combined personal injury and/or property damage) per occurrence subject to \$3,000,000 aggregate.
<input type="checkbox"/>	Employers Liability Insurance:	i. \$500,000 each accident for injury ii. \$500,000 each employee, \$500,000 aggregate for disease
<input type="checkbox"/>	Umbrella excess liability insurance or excess liability insurance	\$5,000,000 each occurrence/ \$5,000,000 aggregate
<input checked="" type="checkbox"/>	Professional Liability	Professional liability insurance to include Errors & Omissions coverage with a limit of not less than \$1,000,000 per occurrence subject to \$2,000,000 aggregate.
<input type="checkbox"/>	Builder’s Risk Insurance	The Contractor shall purchase and maintain, in a company or companies, lawfully authorized to do business in the State of Maryland, property insurance written on a builders’ risk “all risk” or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents, until final completion and acceptance by the County. This insurance shall list the County Commissioners of Charles County as the Name of Insured on such builder’s risk policy. This insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, property in transit, property stored on or off site, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover

		reasonable compensation of Architect’s and Contractor’s services and expenses required as a result of such insured loss.
<input type="checkbox"/>	Pollution Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Marine Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Environmental Insurance	Includes pollution and use of chemicals in an amount not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate.
<input checked="" type="checkbox"/>	Cyber Insurance	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

2. Each such policy shall be from an insurance company licensed to do business in the State of Maryland and which has a policyholder’s rating of A or better and a financial size of X or larger from Best’s Key Rating Guide.
3. The Contractor shall provide the County with Certificates of Insurance and supported by endorsement evidencing the coverage required by this solicitation prior to award of a contract. All Certificates shall reference the solicitation name and number and have an ending date that covers the entire contract term or extension period. The following certificates shall name “The County Commissioners of Charles County” (or other name as directed by the County) as an additional named insured:
 - A. Commercial automobile bodily injury and property damage insurance
 - B. Commercial General Liability
 - C. Builder’s Risk
 - D. Excess Umbrella Liability
4. If the insurance obtained requires deductibles, the Contractor shall pay all costs not covered because of such deductibles. Providing insurance as required herein does not relieve the Contractor of any responsibility or obligations ensuing as a result of the contract award, or for which the Contractor may be liable by law or otherwise. Proof of Insurance will be required and must be submitted prior to final execution of the Contract by Charles County Government. The Contractor shall be solely responsible for all work performed by subcontractors related to any contract awarded as a result of this solicitation, including but not limited to errors, omissions, and neglect.
5. The providing of any insurance required herein does not relieve the successful Offeror of any of the responsibilities or obligations assumed by the Offeror in the Contract awarded or for which the Offeror may be liable by law or otherwise.
6. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

*****END OF INSURANCE*****

Charles County Commissioners



PREPARED BY:

Charles County Government
Department of Fiscal & Administrative Services
Jenifer Ellin, Director
Shanna Reese, Chief of Purchasing
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Mission Statement: The mission of the Charles County Government is to provide our citizens the highest quality of service possible in a timely, efficient, and courteous manner. To achieve this goal, our government must be operated in an open and accessible atmosphere, be based on comprehensive long- and short-term planning, and have an appropriate managerial organization tempered by fiscal responsibility. We support and encourage efforts to grow a diverse workplace.

Vision Statement: Charles County is a place where all people thrive and businesses grow and prosper; where the preservation of our heritage and environment is paramount; where government services to its citizens are provided at the highest level of excellence; and where the quality of life is the best in the nation.

Equal Opportunity Employer: It is the policy of Charles County to provide equal employment opportunity to all persons regardless of race, color, sex, age, national origin, religious or political affiliation or opinion, disability, marital status, sexual orientation, genetic information, gender identity or expression, or any other status protected by law.