



PROJECT NO.: RFP140350

OPEN DATE: JULY 8, 2014

AND TIME: 2:30 P.M.

PRE-PROPOSAL MEETING: N/A

DATE: N/A

TIME: N/A

LOCATION: N/A

REQUEST FOR PROPOSALS

TITLE:

GROUND MEDICAL TRANSPORT BILLING SERVICES

Advertised Date: June 20, 2014

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

ADDRESS

1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

ROBERT D. FRANCESCHINI, C.P.M., CPPB
PROCUREMENT DIRECTOR
PHONE NO.: (239) 533-5457
EMAIL: rfranceschini@leegov.com

GENERAL CONDITIONS

Sealed Proposals will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this "Request for Proposals", and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. SUBMISSION OF PROPOSAL:

- a. Proposals must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 1. Marked with the words "Sealed Proposal"
 2. Name of the firm submitting the quotation
 3. Title of the proposal
 4. Proposal number
 5. The envelope shall include:
 - i. One original hard copy of the proposal submittal
 - ii. Six electronic CD ROM sets of the proposal submittal
 1. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 2. Limit the color and number of images to avoid unmanageable file sizes.
 3. Use a rewritable CD and **do not lock files.**
 4. If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM.
- b. Proposals are to include the following:
 1. The completed Proposal/Quote Form. Proposal must be properly signed and where applicable corporate and/or notary seals.
 2. All other pertinent documentation required in the Request for Proposal.
- c. **PROPOSALS RECEIVED LATE:** It is the proposer's responsibility to ensure that the proposal is received by the Division of Procurement Management prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- d. **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- e. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
- f. **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.

- g. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee. The County further reserves the right to perform the functions that are the subject of this RFP itself.
- h. **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

4. **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-proposal conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a proposal attend.

In the event a pre-proposal conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-proposal. Only those proposers who attend the pre-proposal conference will be allowed to submit a proposal on this project.

5. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

6. **LEE COUNTY BID PROTEST PROCEDURE**

Any firm submitting a formal proposal to Lee County that is adversely affected by an intended decision with respect to the award of the formal proposal has the right to file a protest pursuant to the provisions set forth in Lee County Administrative Code (AC) 4-2, Section 12. To exercise this right, the adversely affected Proposer must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than 72 hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision". The Notice of Intent to File a Protest must clearly indicate and document all grounds for the Protest; be labeled as a "Notice of Intent to File a Protest"; and, be filed no later than 4pm on the third business day following the receipt of the Notice of Intended Decision.

Within 10 calendar days thereafter, the Protester must file a "Formal Written Protest" along with a bond in the amount of 5% of the total bid or \$10,000, whichever is less. The Formal Written Protest must conform to the requirements set forth in AC 4-2, Section. In response to the Formal Written Protest, the County will, within seven working days, schedule a protest hearing before a Dispute Committee and afford an opportunity for presentations and rebuttal to all affected parties. The Committee will make a recommendation to the Board and the Board will render its decision on the merits of the protest.

Under certain circumstances, the County may authorize and require an expedited Protest hearing. If this occurs, a Protest hearing before a Dispute Committee will be held within 96 hours after the Notice to Intent to File a Protest is filed with the Procurement Director. The Notice of Intent to File a Protest will serve as the grounds for the Protestor's presentation to the Dispute Committee and no bond will be required. The Dispute Committee's recommendation will be presented to the Board for a decision.

The above information is a brief outline of the Protest process that is set forth in full in AC 4-2, Section 12, which can be found on the Lee County Procurement Management website or using the following link: <http://www.leegov.com/gov/dept/ProcurementManagement/Documents/Contracts%20Management%20Procedure%20Manual/Section%2012%20Protest%20Procedure.pdf>.

FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.

7. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8. **QUALIFICATION OF PROPOSERS** (unless otherwise noted)

Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

9. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

10. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

11. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

12. **COUNTY RESERVES THE RIGHT**

a) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately proposal any project that is outside the scope of this proposal, whether through size, complexity, or dollar value.

b) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's stated policy toward DBE's.

c) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

13. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be

maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Under FS s. 119.0701, the Proposer is required to keep and maintain records that ordinarily and necessarily would be required by the County to perform the service. These records are public records under the agreement. Proposer must provide public access to these records under the same terms and conditions that the County would provide access and at a cost that does not exceed the costs established by the County. Public records must be transferred in a format compatible with County information technology systems, at no cost upon termination of the contract and any duplicates of the public records that are exempt or confidential must be destroyed.

14. **DRUG FREE WORKPLACE**

Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

15. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the proposal response. This information may be accepted after opening, but no later than 10 calendar days after request.

16. **TERMINATION**

Any agreement as a result of this proposal may be terminated, with or without cause, by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Procurement Management Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

17. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality.

18. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings

relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

19. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

20. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

21. **HOLD HARMLESS AND INDEMNIFICATION**

The Proposer must agree to indemnify, defend and hold harmless the County from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Proposer. The proposer must agree that this clause includes claims involving infringement of patent or copy right. For purposes of this paragraph, "County" and "Proposer" includes their employees, officials, agents and representatives/ "Proposer" also includes subcontractors and suppliers of the Proposer. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This provision will survive the agreement.

22. **APPLICABLE LAWS/VENUE**

The awarded contract will be governed in all respects by the laws of the State of Florida. Any judicial action must be filed in the State of Florida, Lee County. Proposer expressly waives any objection to venue or jurisdiction of the Lee County Circuit Court, Lee County, Florida. Further, Proposer attests to compliance with the applicable immigration laws of the United States. Violations of the immigration laws of the United States may be grounds for termination of the agreement.

In fulfilling the terms of the awarded agreement, Proposer agrees it will comply with all federal, states, and local laws, rules, codes, and ordinances applicable to the conduct of its business. By way of non-exhaustive example, this includes the Americans with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veterans' status. Further, proposer acknowledges, without exception or stipulation, that Proposer is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as set forth in 8 USC 1324 et. seq. and regulations relating thereto, as either may be amended. Failure by the awarded Proposer to comply with the laws referenced herein constitutes a breach of the award agreement

and the County will have the discretion to unilaterally terminate the agreement immediately. Any breach of this provision may be regarded by the County as a material and substantial breach of the awarded agreement and the County may terminate the agreement immediately and without further recourse. A foreign corporation may not transact business in this State until it obtains a certificate of authority from the Florida Department of State, Division of Corporations.

23. **CONFIDENTIALITY**

The Proposer acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to Lee County. Therefore, except as required by law, the Proposer agrees that its employees will not:

- a. Access or attempt to access data that is unrelated to their job duties or authorizations as related to the awarded contract.
- b. Access or attempt to access information beyond their stated authorization.
- c. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" compute access codes and other means of transmission or sharing of data.

The Proposer understands the County or others may suffer irreparable harm by disclosure of proprietary or confidential information, and that the County may seek all legal remedies available if disclosure occurs. Further, Proposer understands that violations of this provision may result in termination of the Contract.

The Proposer understands that information and data obtained during the performance of this Contract is considered confidential, during and following the term of this Contract, and may not be divulged without the Procurement Director's written consent; and then only in strict accordance with prevailing laws. The Proposer must hold all information provided by the County as proprietary and confidential, and may make no unauthorized reproduction or distribution of such material.

24. **SEVERABILITY**

In the event that any provision of the awarded agreement is adjudged or decreed to be invalid, the ruling will not invalidate the entire agreement but will pertain only to the provision in question and the remaining provisions will continue to be valid, binding, and in full force and effect.

25. **ANNUAL APPROPRIATIONS**

The County's performance and obligation to pay under the awarded agreement is contingent upon an annual appropriation of funds.

**LEE COUNTY, FLORIDA
PROPOSAL PRICE FORM
FOR
GROUND MEDICAL TRANSPORT BILLING SERVICES**

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges
receipt of Addenda numbers: _____

NOTE: PRICING INFORMATION IS CONTAINED WITHIN THE PROPOSAL.

TO BE STARTED WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?
YES _____ NO _____

Proposers should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Are there any modifications to the proposal or specifications?
Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposal rescinded by the County.

MODIFICATIONS:

Proposer shall submit his/her proposal on the County's Proposal Price Form, including the firm name and authorized signature. Any blank spaces on the Proposal Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Lee County's Form may result in the Proposer/Proposal being declared non-responsive by the County.

ANTI- COLLUSION STATEMENT

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE).

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS#: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ Yes _____ No

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
GROUND MEDICAL TRANSPORT BILLING SERVICES**

SCOPE

The Lee County Board of County Commissioners is soliciting sealed proposals for the provision of ground ambulance transportation billing and collection services.

All proposals must be made on the basis of the specification contained herein.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

COUNTY INTERPRETATION/ADDENDA

No interpretation or clarification of the meaning of the proposal documents will be binding if made to any Proposer orally. Every such request must be in writing, addressed to **Robert D. Franceschini**, and received no later than **June 30, 2014 at 5:00 p.m.**

EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Proposer. No inference is to be drawn concerning relative importance of criteria based on the order presented.

Contract award shall be made to the responsible Proposer whose proposal is most advantageous to the County, represents the best value and the highest overall value to the County based upon factors that include, but are not limited to, quality, design, ability to perform, past performance and cost, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of cost as an evaluation criterion does not require the County to select the Proposer with the lowest cost proposal.

Lee County reserves the right to determine the suitability of proposals on the basis of a proposal's ability of meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the strategy, services proposed, and cost.

A selection committee consisting of members of Lee County's management team will review all responses. Based on the selection committee's evaluation of the responses, the Proposer will be selected and may be asked to participate in a final interview.

During the evaluation process, Lee County may require a proposer's representative to answer questions with regard to the proposal and require those chosen as final proposers to make a formal presentation.

The following criteria are listed in random order, not in order of importance.

The following criteria will be used in reviewing and comparing the proposals and in determining the appropriate candidate. The weight to be assigned to each criterion appears following each item.

Criteria 1 – Experience and Qualifications (Maximum Points: 20)

The proposal should include a description of the Proposer's:

1. Legal form and ownership, firm name or Joint Venture, business address and office location, telephone numbers, Federal Identification Tax Number or Social Security Number.
2. If a joint venture, list participating firms and outline specific areas of responsibility, including administrative, technical, and financial of each firm. Has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the agreement with the County.
3. Age of the firm including years of experience, brief history, and average number of employees over the past five years. Present size of organization including the number of employees, nature of services offered and breakdown of staff by discipline.
4. Provide the total number of professionals in your organization and the estimated number of professionals to be assigned to this project. Include a brief resume of key persons to be assigned to the project including but, not limited to:
 - a. Name and title
 - b. Job assignment for this project
 - c. Number of years with this firm
 - d. Number of years with other firms providing similar services
 - e. Experience and Education
 - f. Active registrations, memberships or certifications
 - g. Other experience and qualifications relevant to this project
5. If the Proposer is not a joint venture, list outside consultants anticipated to be used on this project, if any. When listing consultants, give the respective specialty of the firm.

Qualifications of Firm

- a) Provide a description and history of the firm focusing on previous governmental experience. The firm shall have at least five years of experience in Ambulance Billing and Collections with at least two years in government accounts billing and collections and provide evidence of such experience.
- b) List at least five references, with a minimum of two from governmental entity experience, for which the firm has performed similar work including the contact name, address, telephone number and date of the contract.
- c) Proposer must show proof of three (3) existing contracts with a minimum of 30,000 emergency 9-1-1 ambulance transports per year (please note this only includes 9-1-1 scene response and transports to medical facilities). Please provide name of point of contact, address and phone number of whom the contracts are with.
- d) Proposer must have operational billing software that has a capability to interface with an Electronic Patient Care Reporting Software (ePCR). Web-based is preferred and a plus.
- e) Proposer should have a current SAS 70 Certification, which is an independent service auditor's report on controls placed in operations.

6. Provide a list of all litigation within the last 10 years involving Proposer related to services similar to those that are the subject of this RFP. Include a brief statement of the issues and the resolution of the litigation, if applicable.

Criteria 2 – Project Technical Approach (Maximum Points: 30)

- 1) The Proposer must describe how they will approach the design of this project and outline the specific services that it intends to provide to the County. Confirm the firm's agreement to meet the minimum requirements of this request for proposal.
- 2) Describe clearly and concisely the tasks and activities that will be performed. Include a time/task schedule and develop a chart illustrating the overall sequence of events and time frame for each aspect of this project. In this section demonstrate an understanding of and solutions to the description of services outlined in ATTACHMENT A, DESCRIPTION OF SERVICES PROVIDED BY PROPOSER, A. **Billing Services**. Discuss the extent of knowledge of Medicare, Florida Medicaid, and private insurance policies and procedures as related to patient billing, reimbursement, assignment of claims, itemized claims processing, duplicate payment processing and account refunds.
- 3) Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities and accountability.
- 4) Describe how the team will implement control systems for time, budget and quality for this project.
- 5) Disclose any relevant information that the organization believes demonstrates its qualifications for the project and/or distinguishes the organization's proposal from other proposals.
- 6) The Proposer must describe how it will manage the EMS accounts receivable of the County. At a minimum, the Proposer should describe its policies, procedures and time frames between actions (if applicable) for the following activities:
 - a. Receipt of ePCR and related information from County
 - b. Verification of ePCR and related information
 - c. Validation of patient's insurance status
 - d. HCPCS and ICD-9 (10) coding procedures
 - e. Data entry
 - f. Claims processing
 - g. Invoice / statement generation
 - h. Claims submission
 - i. Payment posting
 - j. Account follow-up, including Medicare and Medicaid claims
 - k. Appeal processing
 - l. Co-insurance / supplemental insurance processing
 - m. Private pay account processing and follow-up
 - n. Establishment of payment plans
- 7) Process used to identify:
 - a. Accounts for write-offs
 - b. Financial hardship adjustments
 - c. Accounts to be turned over to collections agency
- 8) Process for identifying and effectuating refunds and credit balances
- 9) Customer service – including communicating with non-English speaking customers

- 10) Process for establishing third party payer relationships
- 11) Indicate Proposer's willingness to establish a weekly conference call with LCEMS personnel to review and discuss issues associated with billing.
- 12) Proposer must have a Documented Compliance Program in place and operational. A copy of the Compliance Program must be provided with the proposal. The Compliance Program should be a self-assessment on billing, documentation, medical necessity, etc.
- 13) The Proposer must include with the proposal a sample bill, forms and the messages that will be used on each successive bill mailed, as a part of the response.
- 14) The Proposer must describe in detail the training it will provide to the County. The method of delivery, topic, outline, and length of the training should be detailed. Indicate whether this training process has been used for other clients and proposer's assessment of its effectiveness. Identify other clients that have used the proposed training program.
- 15) The Proposer must provide a detailed implementation and cut-over plan within this section. This plan should include a time line and details on how the Proposer will assure a smooth transition and start-up of billing services when the contract commences. The plan should include the necessary activities to insure that the Proposer will initiate billing services on the agreed start date of the Contract, anticipated to be September 1, 2014.
- 16) Complaint Resolution Process: The Proposer must describe its complaint resolution process including but not limited to how complaints are investigated and resolved; and how information regarding complaints will be communicated with County.
- 17) Identify the member or members of management team in place that will service the County's account. Identify the number of accounts this management team services and where those accounts are located.

Criteria 3 – Quality and Completeness of Response (Maximum Points: 10)

Each proposal should comprehensively describe the Proposer's current practices and proposed activities for the services delineated in this Request for Proposals and the final Agreement. The proposals should be concise, contain a Table of Contents and follow the format and as delineated herein.

A. Letters of Transmittal

Each proposal must include a letter of transmittal that bears the signature and title of an authorized representative of the Proposer. The letter must indicate that the Proposer's proposal is a firm offer for a period of at least 120 days and that the Proposer will comply with the terms of the Request For Proposals. The letter must indicate the existence and nature of any contemplated sub-contracting relationships. Any exceptions to the proposal requirements must be identified in the letter. The letter must indicate the signatory's ability to bind the offeror's company.

Criteria 4 – Compliance (Maximum Points: 15)

The proposer must provide a summary of the compliance activities of the Proposer to include training, policies and procedures. Discuss the Proposer's compliance program and how the program meets or exceeds the requirements of the Centers for Medicare & Medicaid Services (CMS) and Health Insurance Portability Accountability Act (HIPAA). Discuss the importance of compliance within the organization and adhering to Medicare, Medicaid, state and federal regulations and requirements. And include a listing of past/present penalties/findings (if any) from Medicare or Medicaid audit and their resolution; if there are none, affirmatively indicate this fact.

Please provide detailed information on the designated compliance officer and their qualifications, training and education. The Proposer should provide a copy of its HIPAA policy and regulatory compliance plan for adhering to federal and state healthcare program rules and regulations, including the "Red Flag Rules."

The Proposer must furnish evidence that the company and each of its employees have not been excluded from participation in state or federal healthcare programs.

The Proposer must provide a copy of a current Type II Statement on Auditing Standards No. 70 (Type II, SAS 70) certification from an independent auditor.

Criteria 5 – Continuity of Operations (Maximum Points: 10)

The proposal must provide a summary of the methods that the Proposer intends to use for the storage of records and the related security and disaster recovery plans; and how it plans to ensure continuity of operations to operate in the event of a disaster or similar event that results in an interruption of the normal operating conditions of the Proposer's primary place of business providing services to the County or any of the support or technical aspects of that office. Include details about how the plan is exercised to assure the plan produces the intended results.

The Proposer should furnish a copy of the organizations continuity of operations and disaster recovery plan.

Criteria 6 – Reports (Maximum Points: 10)

The Proposer must describe in detail the monthly reports to be provided to County and provide model monthly reports under this section of the proposal. Sample reports should include, at a minimum, those listed within Attachment A, DESCRIPTION OF SERVICES PROVIDED BY PROPOSER, F. Report Requirements.

- 1) Provide a sample of each of the following required monthly reports per the scope of services:

Schedule of Transport Charges & Mileage

Collections Monthly Billing and Balance Due

Collections Summary Insurance Receivable Report

Payment Report

New Billing Report

Responding Unit Report

Collection By Financial Class

Report of Accounts Receivable

Report of Accounts Receivable Removed from AIR (sent to collections)

Billing Adjustment Report (write offs / reversals)

Audit Report of Accounts Changed (ALS to ALS2 or BLS to ALS, etc)

Criteria 7 – References (Maximum Points: 5)

Demonstrated Performance: The proposal must include a description of the Proposer's business volume and clients. A complete list and brief description of each EMS billing service contract currently in progress or completed within the last five years. Include a description of the services rendered, length of contract, and annual

number of claims billed. The Proposer must be able to demonstrate that it currently has minimum gross billings of \$30 million for one (1) client; demonstrate experience in billing for a municipal EMS service.

The Proposer must be based in the United States and have an established reputation of permanency and reliability in the field of EMS accounts receivable services. Each proposer must furnish satisfactory evidence of its ability to provide the services described in this proposal.

References: The Proposer should provide the names and contact persons for at least five (5) EMS clients as references to verify its performance as a patient accounts receivable services. The references should include a description of the organization, the name, address, and phone number of the Proposer's primary contact at the organization. References should include a municipal based organization; and demonstrate an ability to utilize billing software to interface with an ePCR program.

Criteria 8 – Cost (Maximum Points: 10)

The Proposer must provide a cost proposal for the full three years covered under the Agreement. The cost proposal requires that the Proposer estimate the net revenue for each of the three years based on the information provided in this Request For Proposals and project the cost for services to the County. Provide a total proposed fee as a percent of revenues collected related to the performance of these services, exclusive of Medicaid accounts. In accordance with Florida Statutes, provide a flat rate fee for each account paid by Medicaid.

All fees and costs must be included in the total pricing. This includes the cost of any software, hardware, forms, printing, phone charges, postage, etc. During the evaluation, the total net collections used to quantify the Proposer's fees will be estimated by the County. This will be done to ensure equitable comparison of all Proposals.

TOTAL PROPOSED FEE: \$ _____

MEDICAID FLAT RATE FEE: \$ _____

IT IS CLEARLY UNDERSTOOD THAT LEE COUNTY RESERVES THE RIGHT TO REFUSE ANY AND ALL OFFERS AS A RESULT OF THIS PROPOSAL.

NOTE: The total annual cost proposed must include all three (3) years covered under the agreement.

NOTE: The cost proposal requires that the Proposer estimate the net revenue for each of the three years based on the information provided in this RFP and project the cost for services to Lee County.

NOTE: Provide a total proposed fee as a percent of revenues collected related to the performance of these services, exclusive of Medicaid accounts.

NOTE: In accordance with Florida Statutes, provide a flat rate fee for each account paid by Medicaid.

NOTE: All fees and costs must be included in the total pricing.

CRITERIA 9 – PRESENTATION (Maximum Points: 40)

Lee County, through the award of this proposal, will be dedicating its entire ground medical transport billing services operation to one vendor. Simply stated, your presentation should endeavor to convince the evaluation committee why your company is the best partner for the County under these circumstances.

While this presentation should include and build on your responses to the other criteria in this proposal, it should also explain how and why your firm is the right one to advance the County's current level of service to the next level in terms of a comprehensive package that goes beyond price. It should illustrate and explain specifically

how your firm would use their expertise in each of these areas – as well as others that may not be listed herein – to accomplish this objective. Finally, it should discuss how the results of this effort will be quantified and measured.

It will be expected that the following questions/topics/concerns be addressed in your presentation:

LCEMS is currently not contracted with any insurance companies and we would like to be going forward – is this handled by the billing company or do we do this ourselves?

What is the procedure when the billing company receives denials on claims?

Please provide a sample of your monthly billing statement.

LCEMS would like to be given access to billing company's system – is there a problem with this?

Is there a dedicated team assigned to handling only LCEMS claims and customer service calls?

How does the billing company obtain the PIP insurance on the auto liability claims?

Only LCEMS has authority to write off or make adjustments on accounts. How would you propose to implement a write off or adjustment policy?

Where will patients be calling for questions regarding a bill? (Call center? Located where?)

How is insurance information obtained and/or confirmed? (Electronically? Calling patients?) Do you partner with other health care providers or clearinghouse companies to capture insurance information when it is not provided?

How are compliance issues and audits handled?

Does the billing company employ certified coders to code and submit claims, or is a billing clearinghouse used?

What percentage of claims are denied for untimely filing?

Do you have experience working with ImageTrend ePCR software? Are any modifications or special programming necessary to be compatible with your system?

Are the prospective billing companies willing to lower the percentage of the bid proposal due to involvement and/or assistance with the claims provided by a knowledgeable Lee County staff member?

ADDITIONAL EVALUATION DETAILS

Following the initial evaluation process, the highest ranking Proposer may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. In addition, Proposer may be required to provide an on-site interview and/or system demonstration as it relates to requested and/or proposed services.

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered, based upon the Proposer(s) submitted written materials.

SELECTION/AWARD PROCESS

Award will be made to the Proposer scoring the highest number of points based on the evaluation criteria.

NOTE: Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at www.lee-county.com/procurementmanagment (Projects, Award Pending).

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for three years or until new quotes are taken and awarded. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to two additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

SUB-CONTRACTORS

The use of sub-contractors under this quote is not allowed without prior written authorization from the County representative.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx> .

GENERAL REQUIREMENTS

SCOPE OF SERVICES

- A. Invoice patient, or other third party, responsible for payment of services rendered in accordance with time frames stated herein.
- B. Provide Lee County EMS Department all monthly financial, billing and receivable reports as stated herein by the 15th of each month.
- C. Provide a Customer Service Representative to assist patients and/or other third party payees in all billing inquiries in a timely fashion as specified herein. Customer calls, including Canadian patients will be facilitated through a toll free exchange.
- D. Conduct any follow-up required to obtain the necessary insurance information to process invoices for payment. Record of all patient telephone calls and contacts made.
- E. Payments on an account must be recorded per account in a timely manner.
- F. Work with Lee County EMS local hospital systems to receive files with demographics information from the hospital based system to match to our records daily.

SPECIFICATIONS

The following requirements are the minimum specifications for these services:

- A. The Proposer must accept the electronic information pertaining to patients' payer billing documentation from the County for all patients transported by Lee County EMS.
- B. The Proposer will be responsible for the invoicing, collection, and generation of any and all insurance forms and filings, record maintenance and reports.
- C. It will be the responsibility of the vendor to provide:
 - 1. All invoices and related insurance forms with remittance advice.
 - a. The invoices for services rendered must contain the following information:
 - 1. Account number
 - 2. Invoice number
 - 3. Invoice date
 - 4. Name of Patient
 - 5. Name of responsible person if different from patient
 - 6. Complete address
 - 7. Date of transport
 - 8. Cost of transport (including cost breakdown, if necessary)
 - 9. Incident number
 - 10. Transport from and to including ZIP Code Number
 - 11. Insurance coverage and instructions (if applicable)
 - 12. Billing inquiry telephone number
 - b. The invoice will also contain a message stating "all checks must be made payable to the "Lee County BOCC." And that Lee County EMS accepts all major credit cards.

- c. It is required that all invoicing and reporting systems be automated.
 - d. Have the flexibility to change wording on invoices as needed if Lee County EMS programs change.
2. Return envelope with the address to be designated by Lee County EMS.
 3. Postage for the mailing of all invoices, forms, and citizen surveys.
- D. Mail patient invoice and Notice of Privacy in the first mailing (including a return envelope) to the patient within seven (7) business days of receiving the transport information from LEE COUNTY EMS. The address specified on the bill and return envelope will be specified by LEE COUNTY EMS. In a separate mailing, send the patient a Customer Survey, to be specified by LEE COUNTY EMS.
 - E. The Proposer will be responsible for sending a second notice at 30 days and a third notice at 60 days. If new information is obtained by billing company, two new notices (within 30 days of each other) must be mailed out again and this process will continue as long as new or different information is obtained. This will ensure that patient/debtor is kept informed on the account balance.
 - F. If patient/debtor makes monthly payments, a statement must be mailed out monthly, showing the balance still due.
 - G. If an account comes back with a bad address and the billing company is unable to locate a credible address for a patient, the account is to be immediately turned over to Lee County's collection agency.
 - H. If an account shows no payment activity for 3 consecutive months or 90 days, a final notice letter must be sent out to the latest address or the address on the account (notice/letter format must be pre-approved by LEE COUNTY EMS). If a phone number is listed on the patient's account a phone call (documented) must be made prior to turning the account over to collections. If no payment or insurance information is received within 90 days from the notice mail out, the account will be forwarded to Lee County's collection agency.
 - I. In order to expedite the transfer and avoid paper usage, all accounts sent to collections must be electronically transferred to the Lee County's collection agency. Transferring files to the collection agency on paper will not be an acceptable format. The format to be transferred must be a text document (.txt) that is ANSI (American National Standards Institute).
 - 1) Submit claims electronically to insurance companies that require electronic submission (ie: Medicare, Medicaid), County collection agency. Have the ability to file secondary insurance electronically.
 - 2) Provide a secure website (remote access) to print copies of statements and view insurance and payment history on the accounts.
 - J. Provide Electronic Claims Processing for Medicare and Medicaid and any private insurance, which accepts electronic claims, in order to expedite payment.
 - K. Mail proper insurance forms and submit claims on a daily basis via electronic transmissions where feasible, to Medicare, Medicaid, and Commercial insurance as required or requested by the patient.
 - L. Promptly post all payments as received.
 - M. Respond to all patient requests and inquiries, either written or verbal and record all contact information in system for tracking purposes and the creation of an audit trail.

- N. Comply with all applicable Federal, State and local laws as they apply to the services being provided, such as, but not limited to, the Federal Debt Collection Practices Law. This also includes all requirements to maintain confidentiality for all medical and patient information as related to insurance and local laws or rules and regulations, such as, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), Hi Tech Rule and Red Flag Rule.
- O. Agree to maintain an audit trail on all changes made to accounts, HIPAA requests, and communications on accounts.
- P. Agree to negotiate and arrange modified payment schedules for those individuals unable to pay the full amount when billed, subject to such policy guidelines as the County may establish.
- Q. Maintain any and all documentation, records and patient information in a safe and secure manner that will allow inspection and audit by the Lee County EMS or its agents upon proper notification.
- R. Provide and furnish all materials and personnel required for the performance of the Agreement.
- S. Make every effort to locate and correct any inaccurate billing address for billable accounts.
- T. Maintain a professional working arrangement with all of the Lee County EMS serviced hospitals and be able to receive this information electronically provided with demographic and insurance information.
- U. Provide training to appropriate Lee County EMS personnel regarding the gathering of necessary information and proper completion of patient care reports.
- V. Proposer must limit the use of confidential records of care or treatment of patients solely for the purpose of processing and collecting claims and may not release any such information in any legal action, business dispute or competitive bidding/proposal process other than disputes with the County over billing services.
- W. Any procedures described in this scope of services, represents a minimum effort required by the County. It will not be construed to limit the Proposer's use of its proprietary accounts receivable and billing and collections systems.
- X. Barring circumstances out of Proposer's control (i.e. Lee County economy, payer mix), this agreement has an average goal of a minimum standard of 68% collection of revenue on net billable ground ambulance transports. The LCEMS will monitor the vendor's performance on a weekly, if not daily basis. If at the end of the first year and barring any unforeseen circumstances (i.e. economy), if the vendor does not perform in a manner expected in revenue collection, the County will have the right to have the vendor's contract terminated.
- Y. The Proposer must agree to work effectively with sub Providers and other agencies associated with Lee County.
- Z. The Proposer agrees to bear any costs associated with incompatibility due to future upgrades or changes in the County's ePCR vendor.

RESPONSIBILITIES OF LEE COUNTY EMS:

- A. Lee County EMS will provide to Proposer, all necessary patient information of individuals transported by ground ambulance.
- B. Lee County EMS will comply with all Federal, State and local laws, rules and regulations as applicable to the services being contracted for.

- C. Lee County EMS will agree to use the successful Proposer for ground medical billing
- D. Lee County EMS will make every effort to obtain the proper patient billing address for all billable accounts prior to forwarding to the Proposer.

ATTACHMENT A**DESCRIPTION OF SERVICES TO BE PROVIDED BY PROPOSER:****A. BILLING SERVICES**

The Proposer will be responsible for collecting all applicable and appropriate fees for EMS from federal and state healthcare programs; other third party payers; and patients. The Proposer is to utilize generally accepted EMS collection methods as proposed by the Proposer and approved by the County.

The County intends that the Proposer will follow appropriate procedures to collect fees generated from EMS services. This will include the filing of insurance claims to third party payers and submitting invoices and statements to patients. The County will establish all fees and charges for services provided by the EMS Division.

At a minimum, the Proposer must file insurance claims electronically to the Medicare Carrier and State Medicaid program for reimbursement. The Proposer will use best efforts to submit insurance claims electronically to other major insurers of the serviced patients. The Proposer must implement processes to collect all applicable co-insurance and deductibles from the patient or their secondary insurers.

The County will establish and maintain a lockbox at a financial institution for deposit of fees collected by Proposer. The lockbox will provide the Proposer with all documentation accompanying payments received at the lockbox. Proposer agrees to reimburse County for all expenses associated with lockbox services. Based on correspondence volume, the average monthly lockbox fee is approximately \$1,700.00.

The Proposer is responsible for the billing, processing, and collection of EMS fees. The Proposer's services will include: data processing; management information reporting; electronic storage of records; electronic and paper billing, claims filing and invoicing; responding to all billing / insurance related inquiries; postage; printing; forms; stationary; envelopes; mailings; communications costs; and required computer hardware and software necessary to effectively provide services.

1. The Proposer Must:

Provide billing services for County EMS services, as required using a billing system that conforms to Generally Accepted Accounting Principles (GAAP). This includes maintaining appropriate accounting procedures that provide for reconciling all payments; bank deposits; receivables; billings; patient accounts; adjustments; and refunds between the Proposer's billing system and County records.

Maintain updated and current technology that will continuously provide the highest level of reimbursement and patient service possible. Proposer's system must have the ability to customize billing forms; follow-up letters; statements; invoices; and notices per County requirements.

Ensure that all required documentation, provider registration and agreements with payers (e.g. Medicare, Florida Medicaid) are filed and maintained, and that the County is apprised of important changes to industry regulations and requirements.

Have the ability to retrieve electronic Patient Care Records (ePCR) and related documentation from the County's ePCR system, using a Proposer supplied mechanism. The County currently utilizes ImageTrend software for field data collection and ePCR creation. The Proposer must be capable of retrieving this information from any EMS data collection system used by the County in the future.

Additionally, Proposer must have the ability to download payment and other necessary patient information from the County electronically.

Mail an invoice and County Notice of Privacy Policy (NPP) to each patient transported by the County. NPP will be included with the initial invoice mailed.

Mail an EMS customer survey questionnaire.

Establish a process to validate patient information provided by County; identify insurance eligibility; gather information in addition to that provided by County necessary for processing a claim; and handle returned mail / bad addresses. This includes establishing a working relationship with hospitals and insurance carriers in the area to obtain/verify patient insurance and contact information.

Research accounts provided to Proposer by County with inadequate billing information by reviewing current databases; utilizing services such as skip-tracing; contacting the receiving hospital to obtain admitting / registration information; and telephoning patients or responsible parties to obtain needed information.

Obtain patient or guardian signatures and authorizations when such signatures are required and not transmitted to the Proposer by the County with the ePCR.

Promptly submit all Medicare, Medicaid and insurance company claims for reimbursement upon receipt of adequate insurance information necessary to file a claim and keep logs confirming all electronic submissions. Secondary insurance provider claims must be submitted after the primary insurance provider has acted on the claim.

Forward statements to insured patients (except Medicaid recipients) on a regular 30 day cycle (not to exceed 45 days) between mailings from the initial invoice until the account is appropriately closed in accordance with agreed upon procedures.

Respond to requests from patients and payers within two (2) business days when additional information, records or documentation is requested.

Be responsible for filing all appeals for denied claims or partially denied claims when an internal review shows justification for reimbursement of the claim. This must occur within 20 business days of notification of denial. The Proposer will be responsible for all costs of appeals, fair hearings, or administrative law judge hearings unless County agrees in advance to pay a portion of the costs.

Monitor probate and bankruptcy cases for County accounts and submit information to the County. The Proposer must respond to County requests and post payments/adjustments related to probate and bankruptcy proceedings made by the County.

Provide all customer service and related services and document interactions between parties (established audit trail).

Provide a toll-free telephone number for U.S. and Canadian customer service and patient inquiries. Multi-lingual (at minimum English & Spanish) customer service agents must be available to assist callers.

Provide patient access to billing information through a secure web site to allow patients to review their billing information, add insurance information and request corrections.

Provide the County with access to all County accounts, data and information maintained in the automated system of the Proposer. This can be done through secured web site (County preferred) or other comparable access to ad hoc reports, patient invoices, and related billing documents and information. Proposer will be responsible for providing any necessary software to effectuate this access.

Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed. The Proposer will not lower any billed amount without the prior approval of the County.

Mail County approved hardship letter to patients and or family who claim to be indigent and or who are experiencing financial hardship and are unable to pay ambulance transport bill. County Human Services Division will provide final determination as to bill adjustment.

Provide the County or designated collection agency with all unpaid invoices along with the complete processing history once accounts are eligible for transfer to County's bad debt collection agency.

Provide assistance to the company that processes EMS release of information documents required in records requests (i.e. patient care reports, billing statements).

Promptly forward all correspondences received by Proposer on behalf of County to the EMS for appropriate handling.

Notify the County in writing within 10 business days of any overpayment of accounts through payments received in error. In order for the County to issue a refund check in a timely manner to resolve overpayments, credit balances, or payments received in error, Proposer must provide County with a semi-monthly refund request to include copies of supporting documentation for refunds to be made.

Facilitate weekly meetings between key Proposer staff and County EMS staff to review performance; discuss problems; identify special needs; and assure an open dialog to support cooperation between the Proposer and County. Meetings can be conducted through the use of technology (i.e. conference call) or in person.

2. PENALTIES

Lee County retains the right to assess Proposer a 10% penalty on the billable amount of accounts sent to the bad debt collection company in error and where revenue is recovered through third party payers (i.e. Medicare, BCBS). Any penalty imposed by Lee County must be paid within 30 days of receipt of written notice. Failure to pay the penalty will be considered a breach of the award agreement.

Lee County retains the right to assess Proposer a processing fee for returned "refund" checks that necessitate County Finance to process a duplicate check more than twice due to information error by Proposer.

B. HIPAA COMPLIANCE

Proposer must have a designated HIPAA Compliance Officer appointed to oversee Proposer's compliance with HIPAA requirements.

Proposer must execute a Business Associate Agreement providing satisfactory assurances under the provisions of the HIPAA privacy and security regulations agreeing that Proposer will safeguard County's protected health information in accordance with the standards set forth in the privacy, security and other associated rules. See ATTACHMENT B reference **BUSINESS ASSOCIATE**.

The Proposer will implement a system where all records (paper or electronic) will be maintained in an electronic format that is readily accessible to County personnel and that meets all federal and state requirements for maintaining and storing such patient medical information. The Proposer will be responsible for proper security of confidential information and data in all forms and must provide an appropriate shredding and data destruction method that meets the requirements of the regulations. Records retention policies of the Proposer must be in compliance with Florida records retention requirements.

Proposer must have in place a comprehensive HIPAA compliance plan for adhering to federal and state privacy and security requirements. Proposer must comply with other provisions of HIPAA including the transaction set requirements, security provisions and the Health Information Technology for Economic and Clinical Health Act of 2009.

Proposer must include, at no charge to the County, a Notice of Privacy Policy (NPP) to each patient transported by the County with the first invoice mailed.

C. COMPLIANCE PLAN

Proposer must have a designated Compliance Officer appointed to oversee Proposer's compliance with applicable federal, state and local requirements (i.e. Medicare).

Proposer must have in place a Compliance Plan consistent with the intent and activities included in the U.S. Office of Inspector General (OIG) Compliance Program Guidance for Third Party Medical Billing Companies and any successor publications.

Proposer must have in place a compliance plan consistent with the intent and activities included in the Fair and Accurate Credit Transactions Act and related "Red Flag Rules" as enacted by the Federal Trade Commission.

Proposer must use up-to-date knowledge and information regarding coding procedures, assigning diagnostic codes and proper preparation of electronic and paper insurance filings to ensure compliance.

Proposer must use "certified" ambulance and or medical coders in reviewing, coding and processing LCEMS patient care records.

Proposer must monitor all billing and regulatory changes impacting EMS reimbursement and adjust systems to ensure regulatory compliance; and update the County of any such changes with an explanation of how it will affect the County or patients of the County.

Proposer must insure appropriate controls are in place including a segregation of duties, whereby the same individual must not be able to enter billing, adjust billing, post payments, and deposit funds; and, maintain the necessary levels of security in Proposer's automated billing system to protect the County from loss.

Proposer must demonstrate that appropriate controls are in place and complied with through maintaining a current Type II Statement on Auditing Standards No. 70 (Type II, SAS 70) certification from an independent auditor.

An annual billing compliance audit will be conducted by a reputable third party company that is experienced in Emergency Medical Services billing, compliance and auditing. An auditing firm will be selected and paid for by the Proposer and approved by the County prior to services being rendered. County must be provided a copy of the annual audit.

D. CONTINUITY OF OPERATIONS

Proposer must have in place a written Continuity of Operations Plan. The plan must indicate how the Proposer plans to operate in the event of a disaster or similar event resulting in an interruption of the normal operating conditions of the Proposer's primary place of business providing services to the County or any of the support or technical aspects of that office. Proposer must provide a system that will ensure complete and uninterrupted flow of services via back-up systems and a data recovery related plan or system should a disaster occur.

A plan for the redundant storage and prevention of loss of County's data must be developed and maintained to ensure County's data and Proposer's data and systems are backed-up in such a manner that an event causing disruption to the primary data and systems does not affect the back-up data and systems.

E. TRAINING AND IMPLEMENTATION

Proposer must provide on-site training on agency set-up, data collection procedures and the use of any mechanisms or equipment provided by the Proposer. Proposer will provide training programs for County use in on-going and new employee training. Proposer must provide annual continuing education modules for use with field and office personnel on data collection and patient care documentation. Continuing education may be accomplished either on site or through a web enabled distance learning system or similar technology.

Proposer must commence implementation of services in such a manner as to be prepared to begin processing County claims on September 1, 2014. Proposer will coordinate with the existing service provider so that the transition of services may be accomplished with minimal disruption of services.

F. REPORT REQUIREMENTS

Provide the County with timely comprehensive reports facilitating all required aspects of monitoring, evaluating, auditing and managing the services provided at least monthly and upon request of the County. These reports include accounting, fiscal, financial, statistical, and quality control reports and may include any or all aspects of data collected by Proposer. Unless otherwise directed by the County, all reports will be configured to coincide with County's fiscal year (October 1st thru September 30th).

The Proposer must submit reports to the County on at least a monthly basis containing, at the minimum, the following information in an electronic format that is acceptable to the County (secure web site):

1. Schedule of Transport Charges & Collections - The report will list in summary amounts each month/year and provide total number of transports, gross charges, adjustments, net charges, receipts, net balance due, percentage of gross collections, percentage of net collections, percentage of paying patients, and dollar amount returned/sent to collections.
2. Monthly Billing and Collections Summary - The report will list in summary amounts each month/year and provide total gross billings, subtract adjustments, collections for the month, collections to date, and collections gross amount over 50%. This report will also provide the figure for collected for Medicaid, which should be subtracted from the collections for the month to figure how much is owed to the billing company.
3. Insurance Receivable Report - The report will list by month/year the type of insurance (i.e. Medicaid, Medicare, or Insurance), the number of accounts in each type of insurance, and the balances for each type per month/year.
4. Payment Report - The report will list in detail for the current month patient account number, patient name, address, incident date, check number, check amount, payment type, and name of payer. This is summarized by batch group/deposit amounts, with a grand total at the end. Any refunds would also be listed in this report at the end and include any other transaction details occurring to the accounts for the current month.
5. New Billing Report - The report provides a listing of all patient accounts received for the month. It will list the patient account number, patient name, incident date, base fee amount, mileage amount, total billed, and the type of transport (i.e. BLS, ALS, ALS II, SCT pre-hospital, inter-facility).
6. Unit Report - Report provides a listing of all ground ambulances that transported patients, the number of transports related to each unit, and the gross billing amount per vehicle.
7. Collection By Financial Class - The report will list by month/year total billed for each month, breaking down by payer mix (i.e. self pay, Medicaid, Medicare, insurance); provide total collected by type and percentage collected for each payer. The report will also list the number of accounts for each of those months that are not billable, and the dollar figure for those non-billable accounts.
8. Report of Accounts Receivable - The report summarizes all other reports and would include total gross billed, since inception, total number of accounts, subtracts the accounts removed (sent to collections) and the number of accounts removed, less payments received, less adjustments and write-offs, less reversals, less refunds and finally the balance of the accounts receivable (A/R). The grouping of removed from A/R will have a separate breakdown of the figure which include payments associated with accounts removed and the adjustments/write-offs associated with the accounts.
9. Report of Accounts Receivable Removed from A/R (sent to collections) - The report is to provide a detail listing of all accounts removed from the A/R for the current month. The report is to list

patient account number, patient name, address, zip code, incident date, amount billed, amounts paid, adjustment amounts, balance, and hospital code.

10. Billing Adjustment Report (contractual / write offs / reversals) - The report keeps a running balance of all contractual adjustments, County approved adjustments, write offs and or reversals. It will list the patient account number, patient name, incident date, adjustment amount, and type of adjustment and reason (i.e. Medicare, Medicaid, insurance).
11. Audit Report of Accounts Changed (BLS to ALS or ALS to ALS II, etc.) - The report tracks changes in type of transport for the current month in order to balance against what was to be billed. If an account is changed (up-coded or down-coded) from BLS to ALS or BLS to ALS, it will be listed in the report, showing patient account number, patient name, original amount, new amount, difference, reason and the date of change.
12. Monthly reports must be submitted by the end of the second week of the month for the preceding month.

G. INFORMATION SYSTEMS:

Vendor must be able to access Lee County's network and download files provided by the Lee County EMS containing patient data and billing information. The vendor must also provide a secure website that will enable Lee County EMS to upload files containing patient data and billing information; and download billing files from the Proposer. Field data provided by Lee County EMS via electronic transfer must have an agreed upon encryption scheme to protect that data from casual interception and inspection by unauthorized persons.

Vendor will have a web based system that Lee County EMS will be able to access to see balances, if insurance has been filed, payment postings and make notes.

The Lee County EMS networking infrastructure is as follows:

Mobile Hardware (54):

Panasonic CF191DWAX1M Toughbooks with Intel Core i5 3320m processors (quad core) at 2.6ghz.
8gb ram
500gb hard drive
WiFi
Bluetooth
Microsoft Office 07

Station Hardware (40):

40 Acer Aspire x1920 with Pentium dual core e6600@3.06ghz processors
4 GB RAM
500gb hard drive
Microsoft Office 07
HP laserjet or inkjet printers with scanner and fax capabilities.

Station Network:

Centurylink DSL @ 1.5mbps or greater with 802.11n WiFi

Mobile Network:

4G LTE speed WiFi in all ambulances and supervisor vehicles through Verizon Jetpack 5510L MiFi wireless hotspots

ATTACHMENT B**BUSINESS ASSOCIATE STATEMENT:**

1. Proposer must carry out its obligations under this provision in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, Proposer agrees that they will:
 - a. Not use or further disclose PHI except as permitted under this provision or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this provision;
 - c. To mitigate, to the extent practicable, any harmful effect that is known to Proposer of a use or disclosure of PHI by Proposer in violation of this provision.
 - d. Report to Lee County any use or disclosure of PHI not provided for by this provision of which Proposer becomes aware;
 - e. Ensure that any agents or sub-Proposers to whom Proposer provide PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Proposer with respect to such PHI;
 - f. Make PHI available to Lee County and to the individual who has a right of access as required under HIPAA within 30 days of the request by Lee County regarding the individual;
 - g. Incorporate any amendments to PHI when notified to do so by Lee County;
 - h. Provide an accounting of all uses or disclosures of PHI made by Proposer as required under the HIPAA privacy rule within 60 days;
 - i. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Proposer's and Lee County's compliance with HIPAA; and
 - f. At the termination of the Agreement, return or destroy all PHI received from, or created or received by Proposer on behalf of Lee County. If return is infeasible, proposer agrees the protections of this provision will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by Proposer on behalf of Lee County include:
 - a. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Lee County to its patients;

- b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Lee County to its patients or to appeal denials of payment for same.
 - d. Uses required for the proper management of Proposer as business associates.
 - e. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.
3. Notwithstanding any provisions of this Business Associate Statement, Lee County may terminate this Contract if proposer violates any term or provision of the Business Associate Statement pertaining to Proposer's material obligations under the HIPAA privacy rule, or if Proposer engages in conduct that would, if committed by Lee County, result in a violation of the HIPAA privacy rule.

ATTACHMENT C

Lee County BOCC Ambulance Fee Schedule (Approved June 18, 2013)

Basic Life Support (BLS)	\$650.00
Advanced Life Support (ALS)	\$875.00
Advanced Life Support (ALS 2)	\$875.00

Inter-facility – Ground Ambulance

Basic Life Support (BLS)	\$650.00
Advanced Life Support (ALS)	\$875.00
Critical Care Team (ground) (CCT)	\$950.00

Mileage Fees

Ambulance Transport Mileage Charge (Non Rural)	\$12.00
Ambulance Transport Mileage Charge (Rural)	\$12.00

Treat-Non Transport Fees

Treat no Transport (TWT) Ground	\$150.00
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*** ATTACHMENT C: Lee County EMS User Fees**

***Under the Florida Hospital Lien Act, Lee County is a designated "Lien County", thereby the local trauma center, Lee Memorial Health System has rights to any or all insurance reimbursements for patient care associated with trauma related injuries. If insurance funds have not been exhausted, EMS may be eligible for payment by insurance provider for ambulance transport service.**

Lee County Information

Lee County EMS (LCEMS) has operated an advanced life support third party service since 1972. LCEMS covers more than 1,000 square miles with 36 Advanced Life Support (ALS) ambulances that respond to 9-1-1 emergencies. Each ALS ambulance is staffed with a minimum of one State-certified Paramedic and EMT. Lee County's western border is composed of 75 barrier islands that dot Southwest Florida's gulf coast. Additional information about LCEMS can be found on the department's web site www.lee-ems.com

Lee County EMS transports figures:

Ground Transports FY 11 55,587* FY12 58,285*

*Includes inter-facility transports.

95% of the inter-facility transports are non-emergency.

Lee County EMS (LCEMS) works closely with the Lee Memorial Health System (LMHS) Transfer Center. LCEMS and LMHS thru an interlocal agreement, have an established billing process for intra and inter-facility transports that the Proposer will be required to adhere to.

Ground Transports	Fiscal Year 11	Fiscal Year 12
Total Transports Billed	55,587	58,285
Average Charge / Transport	\$740.38	\$698.22
Medicare Accounts	47%	50%
Medicaid Accounts	9%	11%
Insurance Accounts	20%	19%
Self Pay Accounts	24%	20%
BLS	31.6%	31.8%
ALS	56.5%	57.5%
ALS2	1.4%	1.4%
SCT	0.2%	0.3%
BLS – NE	4.9%	4.2%
ALS – NE	5.4%	5.07%

Standard Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence
 \$1,000,000 general aggregate
 \$500,000 products and completed operations
 \$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident
 \$100,000 disease limit
 \$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners

P.O. Box 398

Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.



LEE COUNTY
SOUTHWEST FLORIDA

Lee County Ordinance No. 08-26

Local Bidder's Preference

AFFIDAVIT
PRINCIPAL PLACE OF BUSINESS



Address of Principal place of business is:

Company Name: _____

Signature/Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of

_____, 20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Proposal/Quote Form. This form will become part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/_____ MINORITY/_____ WOMEN/_____
(Check appropriate designation)

DESCRIPTION OF WORK:_____

SUBCONTRACTOR'S NAME:_____

EST. DOLLAR VALE OF PROPOSED WORK:_____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/_____ MINORITY/_____ WOMEN/_____
(Check appropriate designation)

DESCRIPTION OF WORK:_____

SUBCONTRACTOR'S NAME:_____

EST. DOLLAR VALE OF PROPOSED WORK:_____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/_____ MINORITY/_____ WOMEN/_____
(Check appropriate designation)

DESCRIPTION OF WORK:_____

SUBCONTRACTOR'S NAME:_____

EST. DOLLAR VALE OF PROPOSED WORK:_____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/_____ MINORITY/_____ WOMEN/_____
(Check appropriate designation)

DESCRIPTION OF WORK:_____

SUBCONTRACTOR'S NAME:_____

EST. DOLLAR VALE OF PROPOSED WORK:_____

TOTAL VALE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$_____

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZIED: _____%

CONTRACTOR NAME

SIGNATURE

DATE

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please check off each of the following items as the necessary action is completed:

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- _____ 12. DBE Participation form completed and/or signed or good faith documentation.
- _____ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- _____ 14. Any Delivery information required is included.
- _____ 15. Affidavit Certification Immigration Signed and Notarized
- _____ 16. Local Bidder Preference Affidavit (if applicable)
- _____ 17. The mailing envelope has been addressed to:

Lee County Procurement Mgmt.
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901
- _____ 18. The mailing envelope **MUST** be sealed and marked with:

Solicitation Number
Opening Date and/or Receiving Date
- _____ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**