



Request for Proposals

Date: September 4, 2025

For the Project Titled

Emergency Medical Services RFP – Delinquent Collection Services

OWNER:

Montgomery County EMS
601 Dunlop Lane
Clarksville, TN 37043

This proposal solicitation document is available in an Adobe Acrobat (pdf) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Montgomery County Government.

Bid #2025-0901



Bid Advertisement – Delinquent Collection Services

Proposals for the Montgomery County EMS Delinquent Collection Services will be received by Elizabeth Black, Purchasing Agent, Montgomery County Purchasing until **10:00 A.M. CT on Thursday, September 25, 2025**, at which time the bids will be opened and read aloud. Sealed bids for the project will be received in person by Elizabeth L. Black Purchasing Agent, Montgomery County Purchasing Temporary Suite at 350 Pageant Lane, Suite 402, Clarksville, TN 37040. A map to the location is included in the bid document. Bids may also be mailed to the Purchasing Department at 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Mailed bids must be in a sealed envelope inside another envelope for mailing. Bids may also be received online, please refer to the bid documents for instructions.

The Scope of the bid includes: The Montgomery County Emergency Medical Services (EMS) is seeking a vendor to perform the collection of delinquent accounts (more than 90 days) for the period of one year.

All proposals must be in a sealed envelope (unless submitted online) and provide the following information: the vendor's name, address, and the words "RFP – EMS Delinquent Collection Services".

No Proposer may withdraw their proposal for sixty (60) days following the proposal deadline. The right to reject any or all proposals and to wave technicalities is reserved by the owner.

**BID INVITATION INSTRUCTIONS
(READ CAREFULLY)**

(1) ALTERATIONS- Any alterations, additions or omissions of required information, changes of the specifications or BID schedule, are at the risk of the vendor and may result in the rejection of the bid, unless the approver authorizes such changes.

(2) BIDS - All bids must be typed or written legibly in ink. **Vendors, verify bids before submission. No bid may be withdrawn or changed after the official opening.** Any mention of a specific make, model or brand is strictly for the purpose of comparison of character and quality of product being sought. All alternates will be reviewed and considered in comparison to request. This bid may be awarded in whole or in part to one or more bidders.

(3) DELIVERIES- Montgomery County Government assumes no liability for merchandise or other materials delivered without written order of the purchasing director.

(4) RESPONSIBLE VENDORS- Failure of a vendor to execute a purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future business.

(5) PROPOSING FIRM- The agent of the proposing firm hereby certifies to the best of his knowledge and belief that this bid/proposal submitted to Montgomery County has not been prepared in collusion with any other seller of similar products. The prices, terms and conditions of said bid/proposal have not been communicated by the undersigned nor by any employee or agent of the proposing firm to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said proposal. The affiant further states that no official or employee of Montgomery County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

(6) IMPORTANT- To be acceptable, all bid/proposals must be on the correct form, and each such bid/proposal must be addressed and delivered to the Purchasing Director, Montgomery County, Tennessee, prior to the Bid/Proposal opening. Bid/Proposal envelopes must be **sealed** and **clearly** indicate the words, "RFP – EMS Delinquent Collection Services". Bids can be mailed to 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Hand delivered bids can be brought to the Temporary Purchasing Office at 350 Pageant Lane, Suite 402, Clarksville, TN 37040. Map included. Such bids/proposals delivered to other persons, locations, or on another form will not be acceptable. Electronic is an acceptable submission method via Bonfire. Vendor may register on Bonfire at www.montgomerytn.gov/purchasing to view and respond to open bids. All bids must be received before the deadline.

All vendors awarded contracts agree to the terms and conditions herein set forth.

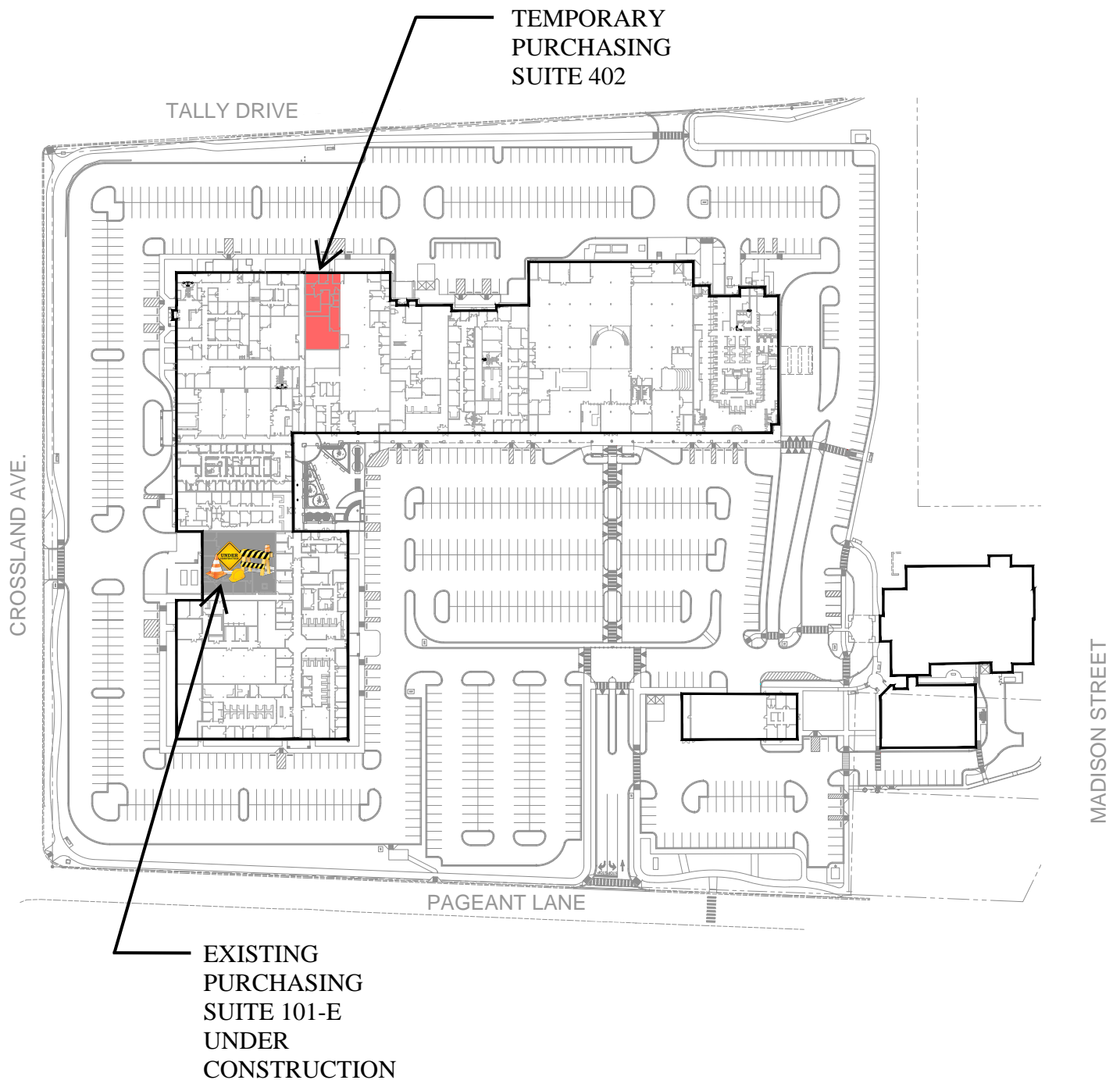
The Purchasing Director reserves the right to reject any or all bids.

Elizabeth L. Black
Purchasing Director
Telephone: (931) 648-5720
elblack@mcgtn.net

MAP TO BID OPENING

Bids delivered by hand will be received at Montgomery County Purchasing at 350 Pageant Lane, Clarksville, TN 37040 in TEMPORARY SUITE 402.

Refer to Instructions to Bidders for Bids sent via mail or email.



REQUEST FOR PROPOSALS
EMS Delinquent Collection Services
Montgomery County Government

1. PURPOSE:

The Montgomery County Emergency Medical Services (EMS) is seeking a vendor to perform the collection of delinquent accounts (more than 90 days) for the period of one year.

2. TIMELINE:

Release of Bid – Thursday, September 4, 2025.

Deadline for Questions – Wednesday, September 17, 2025, at 10 a.m. CT. All questions must be submitted in writing to Elizabeth Black, Purchasing Director at mocobids@mcgtn.net.

Answers Provided – Monday, September 22, 2025

Bid Deadline/Opening – Thursday, September 25, 2025, at 10:00 a.m. CT

Bids submitted after the deadline will not be opened. Bids must be sealed and may be mailed, or hand delivered to the Montgomery County Purchasing Department. Bids can be mailed to 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040. Hand delivered bids can be brought to 350 Pageant Lane, Suite 402, Clarksville, TN 37040. Bids should include all necessary documents and have the name of the proposer and the words “RFP – EMS Delinquent Collection Services” on the outside of the envelope. Proposals may also be electronically via Bonfire. Vendors may register on Bonfire at www.montgomerytn.gov/purchasing to view and respond to open bids. All proposals must be received by the deadline.

Vendors must guarantee that all information included in the bid will remain valid for a period of at least sixty (60) days from the date of the bid/proposal opening to allow for evaluation of all bids. Bids/proposals may be withdrawn at any time up until the time of opening. A withdrawn bid/proposal may be resubmitted up to the time designated for the receipt of bid/proposals provided it fully conforms to the same general terms and requirements.

Montgomery County is not responsible for any costs incurred by any vendor pursuant to the bid/RFP process. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its bid/proposal. Montgomery County does reserve the right to reject any and all bids.

3. TERM:

It is the intent of Montgomery County that the selected vendor shall provide Delinquent Collection Services for a period of one (1) year beginning November 1, 2025. There will also be the possibility of three (3) additional one-year extension option, upon the agreement of both parties.

4. SPECIFICATIONS:

1. The vendor shall promptly undertake, through ethical and lawful means, the collection of Montgomery County Emergency Medical Services (EMS) delinquent accounts, with particular attention to the Consumer Credit Protection Act, Federal Fair Debt Collection Practices Act, and all other laws applicable to this type of activity. The vendor shall be aware of the contractual restrictions inherent in these billings and shall hold Montgomery County harmless for any billing errors due to the service's activity.

A. The vendor shall provide the following services:

- 1.) Deal with accounts ethically and diplomatically.
- 2.) Skip Tracing.
- 3.) Collection letter processing.
- 4.) Rate adjudication.
- 5.) Legal Action
- 6.) Establish monthly payment plans (minimum payment shall be \$25.00 per month).

B. Collection information will be retrieved from Montgomery County Emergency Medical Services (EMS) data export from its in-house billing software.

C. The vendor shall suspend the collection efforts on any account upon written notice to do so by a representative of the County (including Fax's).

D. The vendor shall not have the right to refuse to collect any delinquent EMS account.

2. The vendor shall maintain adequate records of the services performed, statement and collection letter processing, accounts collected, and collections remitted to Montgomery County for audit by the County, and all such records shall be available for inspection and audit, without prior notice, by Montgomery County.

3. All collection and account status reporting formats will be in a format acceptable to the County. The vendor's proposal shall include proposed reports and the desired schedule for furnishing each. Minimum report requirements are shown as follows on a monthly basis.

- A. A detailed report of collection, adjustments with dollar amounts and quantities.
- B. A summary of delinquent and collections by month.
- C. An aged accounts receivable balance report.

4. The vendor shall indicate a chief contact person for purposes of discussion related to this proposal process. Additionally, this person shall be the one authorized to make commitments on behalf of the firm and shall indicate the firm's overall intentions toward this contract in a signed cover letter accompanying the firm's proposal.

5. The vendor shall provide a telephone number for contact with customers concerning collection inquiries.

6. In both written and telephone contacts, the vendor shall instruct the customer to make payments or to refer all inquiries to:

- Collection Vendor's Name,
- Collection Vendor's Address,
- Collection Vendor's Telephone Number.

All payments shall be made by the customer in Cash, Cashier's Check, or Money Order. Personal checks or credit cards will not be accepted.

7. All information supplied by Montgomery County shall be kept confidential and not be disclosed to parties other than the vendor's employees on a need-to-know basis for the purpose of contract performance and to the customer.

8. The vendor shall be responsible to assure compatibility of Montgomery County's Data Files and transmittal medium to the vendor's computer system. The vendor shall bear all costs, if necessary, for Data Conversion to make the County's computer system compatible with that of the Contractor and any incidental costs related to the data transfer.

9. PROFESSIONAL LIABILITY:

In connection with the provisions of the vendor's obligation, the vendor shall indemnify and hold Montgomery County and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance or nonperformance of this Agreement.

10. INSURANCE:

During the term of the Agreement, the vendor shall procure and keep in force the following insurances:

1. Worker's Compensation Insurance protection for all of its employees.
2. General Liability and Property Damage Insurance, with limits, **ONE MILLION DOLLARS AND NO/100THS (\$1,000,000).**
3. Agrees to name **Montgomery County**, its officials, officers, agents and employees as additional insured in said policy, and shall give the **County** at least thirty (30) days' notice of any material change in or cancellation or non-renewal of such policies.
4. Shall provide the County, with either copies of these policies, or alternatively, Certificates of Insurance, to confirm such coverage.

11. The vendor shall file Electronic Bankruptcy claims in a timely manner upon receipt of notice from a debtor of MCEMS. In addition, the vendor shall continue to monitor notices from the court after the claim has been filed and take appropriate action(s). The firm shall be aware of the Bankruptcy laws for the state of Tennessee.

5. PROPOSAL REQUIREMENTS:

To simplify the review process and obtain the maximum degree of comparison between vendors, please submit your proposal according to the outline listed below.

Be specific about the vendor's collection expertise, as it relates to EMS Billing.

Three (3) copies of each set of proposals should be submitted.

1. Letter of Transmittal:

The Transmittal letter will express the proposer's interest in undertaking this project with Montgomery County-Emergency Medical Services. The letter will summarize the vendor's qualifications for being selected. The letter shall also express any special factors that the proposer believes the County should consider in selecting the vendor. Finally, the letter shall indicate the name, title, direct address and direct telephone number of the proposer's main contact person for responding to any question, or for negotiating any contract.

2. Firm's Qualifications:

The vendor shall comply with all laws applicable to its activities including but not limited to the Debt Collection Statutes.

- A. State whether the vendor is local, regional, national or international.
- B. State the location of the office that will have primary responsibility

for the collection services, as well as the number of professional staff employed at that office.

- C. Describe the range of activities performed by the office.
- D. State the vendor's experience as it applies to the collection of delinquent accounts. Particular expertise in governmental collections, include broad experience of EMS accounts.
- E. State the vendor's performance result from similar clients.
- F. State if any conflicts of interest exist in representing Montgomery County

3. Collection Procedures:

- A. Provide a summary of collection activities proposed to collect Montgomery County Emergency Medical Services delinquent accounts, i.e., collection letters, telephone contacts, skip trace techniques, daytime and evening collection staff, etc.
- B. Provide a statement and methodology as to the expected rate of recovery and a specific timetable work plan.
- C. State the vendor's methodology for handling customer's questions and problems.
- D. State the vendor's methodology for handling non-English speaking customers.
- E. State the vendor's policy regarding transference of collection accounts.

4. Collection Notices: Provide examples of all written collection notices to be mailed.

5. Computer Network:

- A. Provide a brief description of the computer system used and its updated capabilities
- B. State whether terminal access will be made available to the county for online inquiry.
- C. Identify the form and frequency of data transfer both to and from the vendor.

6. Management Reports:

- A. The vendor should acknowledge the need for a cooperative effort and open communication between the vendor and Montgomery County. The frequency of reporting and the content of data transmitted to Montgomery County should be identified.
- B. It is agreed that the vendor shall maintain and make available for inspection, audit and/or reproduction by any authorized representative of the County or any external auditor representing the County, books, documents, and/or relevant information pertaining to the collections carried out for the County of Montgomery and the expenses of this contract.
- C. Include examples of reporting.

7. Fee Structure:

- A. Proposals shall include a fee structure for one (1) year, and a fee structure for a maximum of three (3) additional one-year periods.
- B. State any incentive structure for collection within a specific timetable and for the collection of smaller dollar amounts.

Total cost proposal: _____

Name of Company: _____

Authorized Rep Name (Printed): _____
(Above person must be authorized to quote bid pricing)

Signature of Authorized Rep: _____

Date: _____



PURCHASING

IRAN DIVESTMENT ACT

Certification of Non-inclusion

NOTICE: Pursuant to Divestment Act, Tenn. Code Ann. 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in 12-12-105. Inclusion on this list makes a person ineligible to contract with the State of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated with NY04 15.2025.pdf](#)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. 12-12-106.

Vendor Name (Printed)

Address

By (Authorized Signature)

Date Executed

Printed Name and Title of Person Signing



Non-Boycott of Israel Act TCA 12-4-1

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, it is certified by each supplier and each person signing on behalf of any supplier. In the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. ***Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.***

The undersigned hereby acknowledges receipt of these affidavits and certifies that submittal in response to this solicitation is in full compliance with the listed requirements. Failure to give proper acknowledge to issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Organization Representative/Designee

Date

Organization Name

Address



Montgomery County Government Purchasing

Elizabeth L. Black
Purchasing Agent

Phone: (931) 648-5720
elblack@mcgtn.net

350 Pageant Ln.
Suite 101-E
Clarksville, TN 37040

Contract Number

It is the policy of Montgomery County Government not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices; or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Please Print:

Contractor's Name

Street Address

City

State

Zip Code

Contractor's Phone Number

I, _____, hereby agree to abide by the
aforementioned non-discrimination statement and included Title VI regulations.

Signature

Date

For Title VI compliance, we ask for voluntary disclosure of the following information:

Ownership Type (please check all that apply):

- ☐ Woman-Owned Business
- ☐ Woman Minority-Owned Business
- ☐ African American-Owned Business
- ☐ Native American-Owned Business
- ☐ Hispanic-Owned Business
- ☐ Asian-Owned Business
- ☐ Veteran-Owned Business
- ☐ Business Owned by a Person with a Disability
- ☐ Other Option : _____



PURCHASING

Elizabeth L Black
Purchasing Director

350 Pageant Lane, Suite 101-E
Clarksville, Tennessee 37041

Email: elblack@mcgtn.net
Phone: (931) 648-5720

Prohibited Contract Clauses or Provisions

Montgomery County is not allowed to waive or limit liability, nor waive or limit the legal rights it would have under existing law to recover its losses under Tennessee law by contract. Powers to do so simply are not granted by the State to a county.

If through the statutory purchasing process, no acceptable supplies, materials, equipment and contractual services proposal is received, and the supplies, materials, equipment and contractual services are essential to the operation of Montgomery County, then and only then will Montgomery County consider a proposal with a limitation of liability, and then only "to the extent allowed by law". While a proposal may be made with a limitation of liability, no proposal with a limitation of liability will be considered if other otherwise acceptable proposals contain no limitation of liability. Acceptance of any proposal with a limitation of liability will be rare and strictly scrutinized.

Generally, contract clauses in derogation of the County's prohibitions are found in the list below and are not acceptable.

- Provisions requiring the County to pay taxes that we are exempt from paying under Tennessee law.
- Provisions requiring the County to pay cancellation fees, incidental or consequential damages, or punitive or exemplary damages. County is liable for actual damages only.
- Provisions requiring the County to pay punitive damages, attorney fees, collection costs, or costs of litigation.
- Provisions requiring the County to agree to assume the risk of liability which might otherwise fall on other parties are void as both an unauthorized attempt to abrogate sovereign immunity and an unauthorized attempt to lend the County's credit (Tenn. Const. I, § 17; Tenn. Const. art. II, § 31).
- Provisions requiring the County to insure, guarantee, or indemnify or hold harmless the Vendor or any party from claims which may arise out of the Agreement or be brought by third parties (OAG 93-1, OAG No. 99-095, OAG 04-065).
- Provisions that limit or cap the total liability of any other party.

- Provisions requiring the County to purchase or obtain liability, property, or other insurance or a performance bond. The County self-insures its exposures in general liability.
- Provisions designating the governing law of a state other than Tennessee.
- Provisions designating the Venue for any claim brought against the County other than Tennessee.
- Provisions requiring confidentiality and nondisclosure that violate the Tennessee Open Records Act (T.C.A. § 10-7-101, *et seq.*). Except as otherwise provided by statute, all County records are public records and open to inspection by any citizen of this State (T.C.A. § 10-7-503).
- Provisions providing for a limitation of time in which the County may bring suit (T.C.A. § 28-1-113).
- Provisions limiting the Vendor's maximum liability. The County cannot waive its right to recover from the vendor what the law would provide under otherwise governing applicable legal principles. In part, it is impermissible for counties to agree to limitations on liability and indemnification clauses because it appropriates money and nullifies governmental immunity without the consent of the legislature. The general existing applicable law regarding duties and liability cannot be waived. Response proposals may be made with limitations of liability subject to the complete statement above.
- Provisions that simply attempt to restate the existing law.

The above is not an exhaustive list. Different contract clauses may set out prohibited duties and rights, and/or limitations/waivers differently.

All proposed contracts for Montgomery County's review must be delivered as a WORD document for use to exchange revisions.