

REQUEST FOR PROPOSALS
Butts County Board of Commissioners is soliciting proposals for
EMS Transport Billing

Bidding Information Bid Release

April 12, 2021

Bid Due Date:

May 3, 2021

Bid Opening Date:

May 3, 2021 at 5pm

SUBMIT PROPOSALS TO:

Rhonda Blissit, Chief Financial Officer
Butts County Board of Commissioner's Office
625 W. Third Street, Suite 4
Jackson, Georgia 30233

Questions:

All questions and clarifications should be directed in writing to Rhonda Blissit at rblissit@buttscounty.org.

Format:

Bids must be hand delivered OR sent through carriers (USPS, FEDEX, UPS or similar).
No bids received after the time and date stated above shall be accepted.

The Butts County Board of Commissioners reserves the right to accept the bid which in their opinion is the most responsive to this inquiry. They also reserve the right to reject any or all bids.

TABLE OF CONTENTS

Request for Proposal	1
RFP Timetable	3
Submittal Requirements	2
Qualifications and Experience	3
Scope of Work	4
Terms & Conditions	5
Scope of Services	6
Proposal Format	15
Questions and Interpretations	17
Price Proposal Form (Attachment "A")	18
Bidders Declaration	19
Non-Collusion Affidavit	20
Certification of Non-Discrimination	21
W-9	22
E-Verify Affidavit	23

Requirements

Each bidder must submit their proposal, enclosed in a sealed envelope or box, and marked with the bidders' name, address and labeled: **"EMS Transport Billing"** and addressed to:

Rhonda Blissit
Chief Financial Officer
Butts County Board of Commissioner's Office
625 W. Third Street, Suite 4
Jackson, Georgia 30233

******* Proposals shall be received no later than 3pm, on May 3, 2021.**

Qualifications and Experience

Proposals must provide the following information to establish the qualifications and experience of the Bidder:

1. Certification that the Bidder or its officers or any predecessor companies are not under any part of the Bankruptcy Act nor ever filed under the Bankruptcy Act within the previous seven years. Additionally, bidder must have been in business one or more years.
2. The Firm is to provide adequate information that will render it qualified and capable of cost effectively accomplishing the program services. Butts County will review each proposal. Since there is no assurance of the Firm having any other opportunity to communicate its ability, the firm must negate any ambiguity with respect to the Firm's ability and approach.
3. A qualified firm shall have at least Ten (10) years of experience providing Ambulance Transport Service Billing and Collection Services. The Firm must provide their firms number of continuous years in operation. All things being equal, partnerships, subsidiaries, mergers, and similar corporate arrangements, which collectively can satisfy the Ten (10) year experience requirement, will be considered. Moreover, a firm with less than Ten (10) years' experience but with a division who independently can satisfy the Ten (10) year experience requirement will also be considered. It is incumbent upon the Proposer to clearly explain the relationship between these different entities and the Corporation.

4. Provide the collection percentage, of three (3) different government accounts, based on the amount billed for each category of charges, i.e., Medicare, Medicaid, insurance, and self-pay. Include the collection percentage based on the amount allowable for each category. Include the total number of claims, the total receivable billed and collected for each category. Be prepared to show how and what items are used in such calculation.
5. Provide documentation of successful completion of an SOC 1 compliance audit and an audit completed by an independent certified public accountant (CPA) or a firm in compliance.
6. Provide documentation of active/current Certified Ambulance Coder/s certification (as provided by the National Academy of Ambulance Coding) for proposed vendor staff utilized in processing of claims.
7. Provide documentation (Certificate of Insurance) indicating the following minimum insurance overages for the proposed period of this contract, specifically including:
 - a. Workers Compensation - \$1 Million Each Accident
 - b. Business Automobile - \$1 Million Each Occurrence
 - c. Commercial General Insurance - \$1 Million Each Occurrence
 - d. Professional Liability - \$1 Million Each Occurrence
 - e. Personal and Advertising Injury - \$250,000
8. The insurance required shall be written for not less than the following limits unless law requires higher amounts:
 - a. Workers Compensation - \$1 Million Each Accident
 - b. Business Automobile - \$1 Million Each Occurrence
 - c. Commercial General Insurance - \$1 Million Each Occurrence
 - d. Professional Liability - \$1 Million Each Occurrence
 - e. Personal and Advertising Injury - \$250,000

Scope of Work

1. Butts County Emergency Medical Service is a full Advanced Life Support (ALS) service which provides ALS assessment, treatment, and transportation to the sick and injured residents and visitors of Butts County.
2. The Service handles approximately 4,575 emergency and non-emergency transportation calls per year.

3. Butts County Emergency Medical Services documents patient care through the use of e-PCR software called "Gemsis Image Trend Elite".
4. Patient care reports are submitted electronically to the State Office of Emergency Medical Services.
5. Butts County Emergency Medical Service transported 3,200 patients in FY2020. During the same time period, Butts County Emergency Medical Service billed out \$2,962,487.31 and collected \$644,750.55.
 - The Payer Mix Breakdown for FY20 is:
 - Commercial \$ 949,315.00
 - Medicaid \$ 134,326.88
 - Medicare \$ 1,042,976.24
 - Self-Pay \$ 691,909.19
 - Workers Comp \$ 7,680.00
 - Other \$ 136,280.00
 - Grand Total \$ 2,962,487.31
6. The Transport Payor Mix for FY20 is:
 - A0425 \$ 434,440.60
 - A0426 \$ 10,768.92
 - A0427 \$ 1,167,275.00
 - A0428 \$ 29,053.11
 - A0429 \$ 707,750.00
 - A0433 \$ 28,564.00
 - A0434 \$ 0
 - Grand Total \$ 2,377,851.63

Terms & Conditions

1. Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Butts County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the improper designation.
2. Butts County reserves the right to reject **any and all** proposals. The County will not discriminate against any vendor submitting a bid because of race, creed, color, national origin, or handicap.

3. Butts County reserves the right to exercise discretion and apply its judgment with respect to all bid proposals submitted. The County also reserves the right to reject all proposals, either in part or in its entirety, or to request and obtain, from one or more of consulting firms submitting proposals, supplementary information as may be necessary for County staff to analyze the bids proposals.
4. Butts County may elect to award a contract in multiple phases, as is deemed to be in the County's best interest. Should the County award projects in phases, the County reserves the right to award the phases to the same firm. All proposals submitted in response to the RFP become property of Butts County and public records and will be subject to public view.
5. All proposals shall constitute, for a period of 90 calendar days from date of award, an irrevocable offer to provide the goods/services set forth in the specifications and proposal.
6. At no time shall the successful vendor reproduce Butts County's logo, return address or any other identifying or proprietary information for any other purpose. Also, the vendor shall not use Butts County in any advertisements without the written consent of the County.
7. Butts County Government is tax exempt. The selected vendor will be provided with Butts County's Sales and Use Tax Certificate of Exemption number upon request.
8. A contract will become effective upon completion of Butts County obtaining all necessary components (including NPI) to begin EMS billing. Butts County will distribute a notice to proceed to initiate contract.
9. The initial term of a contract award as a result of this RFP shall be for one (1) year from agreed upon start date after award date. The contract may be renewed according to the terms stated herein for two (2) additional one (1) year periods. For any of the two (2) potential Contract Agreement Extensions the Vendor may request an increase provided the increase does not exceed ten percent (5%) and must be agreeable to both parties. Additionally, Butts County has the right to cancel this contract with 60 days written notice upon unsatisfactory service.
10. A complete IRS form W-9 must be submitted with the bid packet to be considered completed.

Scope of Services

This section outlines the minimum contract requirements for ambulance billing, collection, financial reporting, and analytical services. Butts County Emergency Services desires to pursue a partnership to build an optimal revenue cycle. The minimal requirements that may or may not be described below.

The firm shall be able to prepare invoices and bill in the following manner:

Billing

1. The Firm shall bill according to the correct rates established by the county.
2. The Firm shall maintain certified ambulance coders on staff. Certification should be through the National Academy of Ambulance Coders (NAAC).
3. The Firm must be able to meet Butts County Emergency Services' startup date of handling patient care reports.
4. The Firm shall bill according to guidelines and procedures established by the firm and the county.
5. The Firm shall bill according to all applicable laws and regulations including those from Medicare and Medicaid Services (CMS).
6. The Firm shall bill all invoices in compliance with the Fair Debt Collection Practices Act.
7. The Firm shall utilize electronic filing as it is the required method of filing primary Medicare and Medicaid claims. Electronic filing is the preferred method of filing to all other guarantors, if applicable. Otherwise, paper invoices may be issued directly to appropriate patient guarantors.
8. The firm shall pre-screen all claims to confirm compliance with guarantors' guidelines (i.e. physician certification statements, assignment of benefit signature forms, medical necessity documentation).

Invoicing

1. The Firm shall invoice in accordance to the correct rates established by the Butts County Emergency Services.
2. The Firm shall invoice in accordance with the guidelines and procedures established by the firm and the Butts County Emergency Services.
3. The Firm shall invoice in accordance with all applicable laws and regulations including those from Medicare and Medicaid Services, Centers for Medicare and Medicaid Services or CMS. Butts County Emergency Services' operation is CMS and HIPAA compliant.
4. The Firm shall follow the Fair Debt Collection Practices Act. All invoices are billed in compliance with the Fair Debt Collection Practices Act.
5. The Firm shall primarily electronically file all Medicare and Medicaid claims. Electronic filing is the preferred method of filing to all other providers, if applicable. Otherwise, paper may be issued directly to appropriate providers.
6. The Firm shall invoice by pre-screening all claims to confirm compliance with guarantors' guidelines, (i.e. physician certification statements, assignment of benefit signature forms, medical necessity documentation). Claims are to be pre-screened and scrubbed through a clearing house before they are submitted.
7. The Firm shall invoice by verifying insurance eligibility utilizing available resources and commercial databases prior to the submission of any patient claim for reimbursement. All trips and claims must be verified for insurance and eligibility prior to submission. The Quality Assurance and Internal Auditing Controls program is for detecting, correcting and avoiding process errors. Verify insurance eligibility utilizing available resources and commercial databases prior to the submission of any patient claim for reimbursement.
8. The Firm shall process invoices within two (2) days of the electronic posting of the billing file on the Firm's secure server, according to the agreed upon process for various claim types. Initial invoices are usually to be processed within 24-hours and not more than two (2) business days.

9. The Firm shall suggest recommendations to the Butts County Emergency Services for any reconfiguration that might be required to assure minimal interruption of the data stream.

Collections

1. All monies are to go to Butts County Board of Commissioners.
2. The Firm shall process all claims according to the timelines agreed upon between Butts County Emergency Services and the Firm. The claims shall be divided into multiple revenue categories:
 - Medicare
 - Medicaid
 - Primary Insurance
 - Secondary Insurance
 - Auto Insurance
 - Worker's Compensation
 - Private Pay
3. All claims shall be appropriately re-categorized after receiving payment from the primary guarantor. Collections are processed on the agreed upon timeline of the Butts County Emergency Services service.
4. The Firm may reserve the right to hold off on any write-offs that are waiting for insurance payments or in the case that a patient is making monthly payments.
5. Denials are to be processed with three (3) business days of receipt. All denials shall be processed according to the timeline defined by the Firm and Butts County Emergency Services.
6. The Firm's toll-free phone number shall be made available on all statements as well as on the website. Customer service hours are from at minimum Monday thru Friday, 8:00 AM – 5:00 PM EST. The Firm shall provide Customer Service hours on the Vendor's Price Proposal Form.
7. The telephone systems utilized by the firm must be able to accept voicemail messages and route incoming calls to the appropriate persons. All customer calls are usually returned within the same business day and no more than 24

hours after initial contact. The Firm shall make a good faith effort to make return contact to all customers within 24 hours after initial contact.

8. The Firm shall treat all debtors fairly with professionalism, honesty, courtesy and integrity while obtaining the maximum results. Butts County Emergency Services will be the final arbitrator of disputes between the successful Firm and customers. Butts County Emergency Services' decision shall be final.
9. Butts County will be the only agency accepting payments. All checks should come to Butts County for processing and only then will copies be sent via secure FTP to the appropriate billing Firm. Medicare and Medicaid are electronically deposited to the Butts County Emergency Services accounts.
10. Fees charged by the Firm for billing collections services will be based upon net cash collections. Refunds shall be processed by Butts County only.
11. Butts County will make payment of all refund requests upon receipt of the appropriate documentation from the Firm.
12. Butts County regards "net cash collections" as total funds collected less refunds issued as a result of overpayments or erroneous payments. An active Quality Assurance and Internal Auditing Controls programs for detecting, correcting and avoiding process errors shall be maintained.

Accounting and Reporting

1. The Firm shall follow accounting for all billing pursuant to Generally Accepted Accounting Principles (GAAP) shall be provided on a daily, monthly, quarterly and annual basis, or as requested by Butts County.
2. Reports and all supporting documentation shall be submitted to Butts County within five (5) business days after the closing of each end of the month. No later than the 6th of each month.
3. Reports are submitted electronically either via e-mail or secure server.
4. Detailed below are reports required by Butts County to monitor the billing process. Monthly reports shall include, at minimum, the following:
 - a. Revenue Report – showing all transports billed. At a minimum, the report shall include the date of service, incident number, patient name, origin,

- destination, procedures code and gross charges. Butts County reserves the right to amend the type(s) of reports requested.
- b. Outstanding Aged Accounts Receivable Report – sorted by payer including a total outstanding aged report.
 - The report should show four (4) categories of outstanding accounts: 30, 60, 90 and more than 120 days outstanding.
 - The report shall also show the last date of activity on the account. The report shall break down the categories into the current financial class of the account (where the next dollar payment is expected from).
 - c. A Monthly Listing of all Refund Requests – processed for the month.
 - d. Report of all Claims “Written-Off” – during the month. Any write-off shall be authorized by Butts County prior to removing any outstanding balance. The Butts County may elect to set a monetary threshold of accounts that may be written off without advance approval.
5. The Firm shall forward any report deemed required on an “as needed” basis that would be useful to Butts County in monitoring and evaluating Butts County Emergency Services’ and/or accounts receivable process.
 6. The reports noted above will be provided to the appointed Butts County billing contact by the time period specified.
 7. The Firm will submit reports electronically either via e-mail or secure server in a PDF document or MS Excel document as required or when requested.
 8. Additional reports may be requested on an “as needed” basis.
 9. Reports may require modification periodically on specific issues or other needs that might arise. Report modification shall be the responsibility of the Firm.
 10. Other reports relating to the accounting and reporting of the billing and collections component of Butts County Emergency Services may be requested or required by Butts County.
 11. Butts County reserves the right to audit the records of the Firm related to Butts County Emergency Services’ billing and collection efforts.

12. The Firm shall make and keep full and complete records and books of accounts or revenue and income, costs and expenses that specifically relate to performance under this contract.
13. Records and books of accounts, together with any of all other memoranda pertaining thereto that may be kept, maintained or possessed by the firm, shall be open to examination during regular business hours by Butts County or its representatives for the purpose of inspection, auditing, verifying, or copying the same or making extracts therefrom.
14. The Firm shall make and keep said records and books of account in accordance with generally accepted accounting principles.
15. The Firm shall provide a secured portal or similar for communication, reports, or patient information. The Firm's portal shall be in compliance with all Medicare, Medicaid and HIPAA regulation.

Analytical Services

1. The Firm should notify Butts County Emergency Services of developing trends within the Ambulance Service Operations.
2. The Firm should provide other analytical services as requested or required by Butts County pertaining to its Emergency Medical Service.
3. The Firm shall schedule regular meetings with Butts County Emergency Services to review performance.
4. The Firm shall provide written reports reviewing the performance of the accounts receivable shall be prepared, identifying; among other issues, the strengths, weaknesses and opportunities of improvements.
5. Any other key issues, that might arise in the future, are identified, along with strategies to address the issues. Any of these reports are prepared quarterly or as deemed necessary by Butts County Emergency Services.

Technology Requirements

1. The Firm shall provide all necessary software associated with the billing, and collections process.

2. The Firm must be SOC compliant. Per SOC 1 compliance, the Firm shall audit and provide reports to show financial reporting controls. The Firm shall also provide a SOC 2 report on non-financial reporting controls as they relate to security, availability, processing integrity, confidentiality, and privacy of systems. Upon awarding of the contract, the Firm shall provide a copy of a written plan for review by the County's Information Technology Department.
3. Records shall be retained according to an agreed upon record retention plan. All records must be held for minimum of 7 years. Prior to destroying or disposing of any paper-based or electronic records, the organization shall be in compliance with any and all record disposal regulations governing operations. Records that have been disposed of through overwriting, sanitization or destruction will require a written disposition certification as proof that disposal has taken place.
4. The Firm shall utilize a secure FTP platform via VPN for extract file transfer. If the Firm recommends an alternative method for file transfer, the Firm shall provide a detailed description of the recommended process.
5. The Firm shall provide a scanner for secure FTP.
6. The Firm shall provide FREE compliance training for EMT Paramedics and EMS employees.
7. The Firm shall also provide sufficient HIPAA compliance training to all employees dealing with applicable information.
8. The Firm must have experience with ImageTrend's ePCR software.
9. The Firm shall provide a system that will ensure complete and uninterrupted flow of service via back-up systems and a data recovery project plan/system should a disaster occur. Upon awarding of the contract, the Firm shall provide a copy of a written plan for review by the County's Information Technology Department.

Training of EMS Personnel

1. The Firm shall provide training at NO COST.

2. The Firm shall provide at minimum an initial training of the Emergency Service personnel two (2) weeks prior to the firm commencing billing services on behalf of Butts County Emergency Services.
3. Training shall be provided to all Emergency Services personnel including in-depth training on all supporting documentation to meet the strict medical necessity requirements of CMS.
4. Training shall include, but is not limited to:
 - a. CMS and HIPAA compliance training. An in-depth documentation compliance training of the complex Medicare and Medicaid regulations as they relate to the prehospital delivery of emergency medical care.
 - b. Red Flag Training
 - c. Computer and ePCR Training
 - d. Compliance and Documentation Classes which included an in-depth look at Medicare
 - e. and Medicaid compliance (INCLUDES TRAINING MANUALS)
 - f. Minimum of Three (3) Compliance and Documentation sessions. (One session each of A, B, and C Shift)
 - g. Training shall include all necessary visual training aids and handout materials that personnel may reference at the conclusion of any training session.
 - h. A follow-up, supplemental training session for each shift shall be provided within one month after the completion of the first quarter.
 - i. Training sessions shall be provided at a time and place designated by Butts County Emergency Services.
 - j. The Firm may also provide additional training as requested by the Butts County Emergency Services and may include training sessions for any group or individual, at no additional cost to the Butts County Emergency Services.
5. The Firm shall also provide a supplemental training session when the client or Butts County Emergency Services feel it is necessary.
6. A follow-up and additional training shall be at no cost to Butts County Emergency Services.

ePCR and Computer System

1. The ePCR, that Butts County Emergency Services prefer is the Gemsis ImageTrend Elite Software. (State Software)
2. Training on computers will be included at no additional cost.

Proposal Format

1. Letter of Transmittal
2. Statement acknowledging receipt of each addendum issued by Butts County.
3. Qualifications and experience of the firm(s)/individual(s) who will provide the services which shall include documentation of the firm's experience in similar work.
4. The Firm shall provide a list of all employees, agents and/or contractors that will be assigned to provide service to Butts County Emergency Services, including job titles, degrees, training, detailed list of experience and proposer will indicate who will be assigned as the primary contact. A statement should also be included that all current employees, agents or contractors have been vetted through E-Verify. In addition, a Confidentiality Agreement may be required by all employees, agents and/or contractors to ensure all sensitive information such as HIPAA protected information, social security numbers and so forth are kept confidential.
5. Describe your billing/claim follow-up methodology and process.
6. Discuss your audit system and how it will be made available to monitor billing activities compliance and accounts receivable at the discretion of the Butts County Finance Department and Butts County Emergency Services.
7. List at least three (3) current and pertinent clients (references including name, address, and phone number) that Butts County may contact in relation to the Firm's qualifications, experience, and stability.
8. Scope of Work – This section of the proposal should explain the Scope of Work as understood by the Firm and detail the approach, activities, and work products. The proposal shall also include:

- a. A rationale for the approach taken schedule of deliverables. Explain the rational for the approach you are recommending accomplishing the tasks requested in the RFP.
 - b. Explain how you determined this approach would be the most cost effective for Butts County.
9. Provide complete Price Proposal Form (Attachment "A").
10. Provide evidence of current levels of insurance in areas of General Liability, and Professional Liability or evidence of insurability of at least \$1,000,000 and confirmation that Butts County Emergency Services can be added as an additional insured. In the event the Firm is selected, a copy of all insurances must be updated whenever renewed. Butts County Emergency Services must be notified within three (3) days of any cancellation or threatened cancellation of insurance.
 - a. Workers Compensation - \$1 Million each Accident
 - b. Business Automobile - \$1 Million each Occurrence
 - c. Commercial General Insurance - \$1 Million each Occurrence
 - d. Professional Liability - \$1 Million each Occurrence
 - e. Personal and Advertising Injury - \$250,000
11. Provide a statement of the Firm's financial stability, including information as to current or prior bankruptcy proceedings.
12. Provide a summary of any litigation filed against the Firm in the past 10 years which is related to the services that the Firm provides in the regular course of business. The Summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.
13. Identify the Firm's type of business entity (e.g. sole proprietorship, partnership, corporation, etc.). Identify whether the business entity is incorporated in Georgia, another state, or a foreign country.
14. If the Firm is a corporation; provide certification from the Georgia Secretary of State verifying the Firm's corporate status and good standing, provide a W-9, and in the case of out-of-state corporations, evidence of authority to do business in the State of Georgia.

Commented [MB1]: @Brad Johnson Everything looks good to me.

15. Any additional information that the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

Questions and Interpretations

No inquiries or interpretation of meaning concerning this Request for Proposal will be made to any interested party orally. Every inquiry or request for interpretation should be made in writing via e-mail. All inquiries and requests for interpretation should be sent via e-mail to rblissit@buttscounty.org. All questions and all answers will be posted on the website <https://buttscountyga.com/category/bids/> . It will be the responsibility of interested parties to periodically check the website for any new information.

Price Proposal Form (Attachment A)

Fee for Collections % of Net Collections)	
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Additional Fees (Explain in Detail):

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Customer Service Hours

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Submitted By:

Firm Name:	
Address:	
Telephone:	
Email:	
Representative (Print):	
Signature of Representative:	
Date Submitted:	

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the requirements.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form will be provided before the commencement of any work.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to , this being awarded, but may not be withdrawn after such date and time.

That B U T T S County reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. B U T T S County reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that B U T T S County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

Name Title

Name Title

AFFIX CORPORATE SEAL (If Applicable)

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm, _____
Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of BUTTS County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of BUTTS County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this ____ day of 20__

NOTARY PUBLIC

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by BUTTS County. The bidders may be declared, by BUTTS County, ineligible for further contracts with BUTTS County until satisfactory proof of intent to comply shall be made by the vendor. The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
OR								
Employer identification number								
			-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**STATE OF GEORGIA  PROGRAM VENDOR/CONTRACTOR
AFFIDAVIT AND AGREEMENT**

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies it's compliance with O.C.G.A 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of B U T T S County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date are as follows:

EEV / Basic Pilot Program User ID Number (E-Verify)

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent Signature

Contractor Address

Title of Authorized Officer or Agent of Contractor Above

Company / Contractor Name

Contractor City, State, Zip Code

Date of Contract between Contractor and B U T T S County

Sworn to and subscribed before me

This _____ day of _____, 20__

Notary Public

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV I Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SSA).