

TOWN OF CHRISTIANSBURG

**PURCHASING OFFICE
100 EAST MAIN STREET
CHRISTIANSBURG, VA 24073
PH: 540-585-7605
FAX: 540-382-3762**



REQUEST FOR PROPOSALS (RFP)

RFP Number: 245000018

Third-Party Billing and Collections for Fire Services

May 10, 2024

The Town of Christiansburg does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against any bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS

<u>Section #</u>	<u>Description</u>
I	Instructions to Offerors
II	Purpose
III	Statement of Need
IV	General Information Form
V	Proposal Preparation and Submission Requirements
VI	Evaluation and Award of Contract
VII	Reservation of Rights
VIII	Contract Administration
IX	Cooperative Procurement
IX	Payment Procedures
X	Terms and Conditions
ATTACHMENT A	SEC. 26-136 OF CHAPTER 26 "PUBLIC SAFETY" OF THE CHRISTIANSBURG TOWN CODE
ATTACHMENT B	DESCRIPTION OF INCIDENT LEVELS/TYPES
ATTACHMENT C	CALL VOLUME BY TYPE
ATTACHMENT B	CONTRACT EXAMPLE

SECTION I INSTRUCTIONS TO PROPOSERS

- A. The Town of Christiansburg (hereafter referred to as the Town) is soliciting **Sealed** proposals for the goods and/or services specified herein and in accordance with all sections of this Request for Proposal (RFP).

- B. All Proposals will be submitted by **3:00 p.m. EST, Wednesday, May 29, 2024**. Proposals may be submitted via courier, electronically, mail or may be hand delivered. Proposals will be delivered to the attention of the Procurement Officer.
 - 1. To submit proposals electronically, the proposers will e-mail the Procurement Officer at least three business days before the due date and time for proposals and request access to a folder on the Town of Christiansburg’s OneDrive platform.
 - a. The subject of the e-mail to the Procurement Officer requesting OneDrive access should be **“OneDrive Access for RFP 245000018, Third-Party Billing and Collections for Fire Services”**.
 - b. The Procurement Officer will e-mail the proposer a link to upload his or her proposal into the OneDrive.
 - 2. To deliver hard-copy proposals to the Town, envelopes should be clearly marked **“Proposal for RFP 245000018, Third-Party Billing and Collections for Fire Services”**, and addressed to Tara Vance, Procurement Officer.
 - 3. All proposers are responsible for ensuring proposals were received by the Town.
 - 4. Proposals received after the deadline shall not be accepted.
 - 5. No other delivery or distributions of proposals will be required of proposers.

- C. Questions regarding this RFP should be sent to Tara Vance (tvance@christiansburg.org) by **5:00 p.m. EST, Wednesday, May 22, 2024**. No pre-bid meeting is scheduled for this RFP.

- D. Each Proposer will submit, and sign if requested, one complete proposal.

- E. Any revisions or corrections to the Request for Proposal will be in the form of Addenda, which will be posted to the Bids and RFPs section of the Town’s website at www.christiansburg.org/bids.

Tara Vance
Procurement Officer
Email: tvance@christiansburg.org
Phone: 540-585-7605
Fax: 540-382-3762

SECTION II PURPOSE

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation to provide billing and collection services for Fire Services for the Town of Christiansburg, Virginia (hereafter referred to as the “Town”).

SECTION III STATEMENT OF NEED

The Town of Christiansburg is seeking Requests for Proposal for Third Party Billing and Collection for Fire Services. The responding proposal should list and detail services which will meet the functional requirements as set forth in this section. The collection on accounts does not include instituting legal actions on behalf of the Town of Christiansburg.

It is the intention of the Town that services and data input be of the highest quality by industry standards for accuracy and completeness and can be acquired in an economical and timely manner. It is expected that all services function efficiently and be fully functional and responsive to the needs of the responsible parties, insurance providers and the Town of Christiansburg. The contractor will perform all activities, services, and deliverables under the general direction and guidance of the Christiansburg Fire Chief.

Interested parties should submit proposals in accordance with Sec. 26-136 “Cost Reimbursement for Fire Services” of Chapter 26 “Public Safety” of the Christiansburg Town Code (see Attachment A).

Proposers to provide suggested rates (using the chart in Attachment C) per the incidence response levels/types described in Attachment B.

Specific Terms and Conditions

1. Descriptions of the processes contained in this RFP do not supersede any regulatory requirements in effect at the time of billing, and shall be modified as necessary, with notice to the Town, to maintain compliance.
2. The Contractor shall communicate frequently via phone or email with the Christiansburg Fire Department and the Town of Christiansburg Finance Department regarding but not limited to the following:
 - a) Unbillable claims—due to mail returns, missing information, etc.
 - b) Policy changes to residential and commercial insurance carriers or other entities
 - c) Difficulties with collections from residential and commercial insurance carriers or other entities
 - d) Questions regarding account posting, etc.
3. The Town plans to subscribe to a “soft billing” attempt to all patients. A policy will be developed with the help of the Contractor.
4. The Contractor shall send refund documentation to the Christiansburg Fire Department on a monthly basis. The Christiansburg Fire Department will review and process these refund requests. The Contractor shall include as part of the documentation an itemized statement for each account showing the billing(s) and collection(s) that resulted in an overpayment. The Christiansburg Fire Department will process the refunds and submit the paperwork to the Christiansburg Finance Department, who will generate the refund checks and mail them directly to clients. After the refund checks are issued, the Town will be responsible for submitting the paperwork to the Contractor for posting to the individual accounts. The refunds will result in a reduction to the deposits and to the commission owed to the Contractor.

5. The Contractor will provide a designated Customer Service Representative and phone number who will provide account information no less than Monday through Friday, 8:00 a.m. through 5:00 p.m. EST, excluding all Town Holidays.
6. The Contractor may not pursue collection by civil means. Account settlements will be negotiated and transacted only after authorization from the Town.
7. The Contractor will be required to provide up to five (5) annual trainings for staff. These may be virtual trainings.
8. The term of this contract shall be for an initial period of two (2) years beginning upon execution. The Town reserves the right to renew the contract for up to three (3) additional one-year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the Town's intention to renew shall be given approximately sixty (60) days prior to the expiration date of each contract period.
9. Invoices shall be sent per the Town of Christiansburg's policy.
10. Contractor's communication to clients must clearly differentiate between an invoice and a request for missing information.

SECTION IV REQUIRED FORMS

CORPORATE REGISTRATION FORM

Pursuant to Virginia Code § 2.2-4311.2 each Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized.

Bidders or Offerors should complete the following:

- A. Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such bidder’s SCC Identification Number is:

- B. Offeror is an out-of-state (foreign) business entity authorized to transact business In Virginia and such bidder’s SCC Identification Number is

- C. Offeror does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need more space to explain why such offeror is not required to be authorized to transact business in Virginia.

GENERAL INFORMATION FORM

COMPANY INFORMATION/SIGNATURE: In compliance with this RFP and to all conditions imposed herein and hereby incorporated by reference, the undersigned offeror agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

SECTION V

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS

Proposal Preparation

1. In order to be considered for selection, offerors shall submit a complete response to this RFP. Proposals should be presented or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
2. The offerors shall not distribute their proposals to any other persons or organizations.
3. The Required Forms in Section IV shall be signed by authorized representatives of offerors. All information requested should be submitted. The Procurement Officer will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete, or lack key information, may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
4. Proposals will be reviewed and evaluated by a Committee, as designated by the Town.
5. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
6. Proposals should be organized as shown below in Section B (Specific Requirements).
7. Ownership of all data, materials and documentation originated and prepared for the Town pursuant to the RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by offerors shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offerors must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets, is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and as detailed as possible so that the Town may properly evaluate your capabilities to provide the required services. All pages of the proposal should be numbered. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. Offerors are required to submit the following information/items as a complete proposal:

1. Proposals should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposals and designated as additional material. Required Forms, completed and signed (reference Section IV).
2. Submit signed acknowledgement of any addenda or amendments that may be issued by the Town.
3. Offerors shall elaborate their qualifications and experience by providing the following information:
 - i. Primary contact person and list of locations that will be providing services to

- Christiansburg.
- ii. Provide a brief history of the Offeror's business including any future plans or upcoming issues, especially those that would impact the Offeror's capacity to provide the services as listed in a timely and accurate manner.
- iii. Provide specific information of the Offeror's organizational structure, principals and personnel (including name, title, office address, telephone number, and e-mail address) and resources dedicated to the Town.
- iv. Discuss the Offeror's capability to maintain compliance with Federal, State, and Local codes, laws and regulations governing the services provided.
- 4. Provide a complete description of how the Offeror proposes to plan and manage the requirements outlined in the Statement of Need (Section III).
- 5. Provide suggested rates per incident response level as described in Attachment B.
- 6. Offerors shall provide detailed information for the cost of services, including any prompt payment discounts. Offerors are advised to include any and all costs associated with a potential contract in their price proposal.
- 7. Implementation timeline
 - i. The Contractor will be expected to submit a detailed schedule for tasks to be performed including time for presentations, critical points in the process and consultations with Town staff and other interested groups.
 - ii. The Contractor shall also provide a schedule for all reporting requirements, noting when the reports will consistently be generated and sent to the Town.
 - iii. Offerors shall outline and identify anticipated involvement of the Town including the Christiansburg Fire Department, Finance, and other Christiansburg departments if necessary.
- 8. Please provide three (3) recent references, similar to the Town, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name, phone number and email address of the individual the Town has your permission to contact.
- 9. Offerors shall provide sample reports that are commonly used as well as capabilities for custom reporting.

SECTION VI EVALUATION AND AWARD OF CONTRACT

A. AWARD OF CONTRACT

Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so, stated in the Request for Proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Town shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Town may cancel the Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the Town determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. See Attachment D for an example contract.

B. TERM OF CONTRACT

The Town intends to award the contract resulting from this RFP for an initial term of two (2) years, with the possibility of three (3) one year renewal periods. Renewals are not automatic and shall be documented and signed by both parties.

C. EVALUATION CRITERIA

Proposals shall be evaluated by the Town using the following criteria:

Evaluation Criteria	Rating
Qualifications and experience	35%
Specific approach and work plan	25%
Rates, fees and expenses	20%
Overall benefit to the Town	10%
References	5%
Responsiveness and completeness of the proposal	5%
Total	100%

SECTION VII RESERVATION OF RIGHTS

The Town reserves the right to award in part or in whole, to one or more contractors, or to reject any or all proposals, whichever is deemed to be in its best interest.

SECTION VIII CONTRACT ADMINISTRATION

Billy Hanks, Fire Chief, or his designee, shall be identified as the contract administrator and shall use all powers under the contract to enforce its faithful performance. The contract administrator, or his or designee, shall determine the amount, quantity, acceptability, fitness of all aspect of the services and shall decide all other questions in connection with the services. The contract administrator, or his designee, shall not have the authority to approve changes in the services which alter the concept, or which call for an extension of time for this contract. Any modifications made must be authorized by the Town’s Procurement Officer through a written amendment to the contract.

SECTION IX COOPERATIVE PROCUREMENT

- A. This procurement is being conducted on behalf of the Town of Christiansburg, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.
- B. If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract.
- C. With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its

extension of the award to that public body.

- D. The Town of Christiansburg, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the Town, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Town of Christiansburg contract.
- E. It is the Contractors responsibility to notify other public bodies of the availability of the contract.

SECTION X PAYMENT PROCEDURES

The Town will authorize payment to the provider after receipt of provider's correct invoice for services rendered. Invoices shall be emailed to, **acctspayable@christiansburg.org**, or mailed to:

Town of Christiansburg
Accounts Payable
100 East Main Street
Christiansburg, VA 24073

SECTION X

TERMS AND CONDITIONS

TOWN OF CHRISTIANBURG

GENERAL TERMS AND CONDITIONS

- A. **Withdrawal of Bids/Proposals:** Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 60 calendar days following the date established for receiving bids/proposals. At the end of the 60 calendar days the bid/proposal may be withdrawn at the written request of the contractor. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- B. **Anti-Discrimination:** By submitting their bids/proposals, contractors certify to the Town of Christiansburg that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Virginia Code § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Virginia Code § 2.2-4343.1(E)).

In every contract over \$10,000, the following provisions apply:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- C. **Antitrust:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town of Christiansburg all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Christiansburg under said contract.
- D. **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Montgomery County, Virginia, or the United States District Court for the Western District of Virginia (Roanoke Division). The contractor shall comply with federal, state, local laws, and regulations.
- E. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town of Christiansburg.

- F. **Availability of Funds:** It is understood and agreed between the parties herein that the Town of Christiansburg shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of the contract.
- G. **Bid/Proposal Pricing:** The Bid/Proposal price shall be an all-inclusive price to deliver the specified goods and/or services FOB Destination to the specified address per the specifications. Invoices must be itemized and will be paid at the unit price in the proposal. The Town will not accept or pay for additional line items such as freight, shipping and handling, delivery, downtime, equipment, lost time due to inclement weather or any other charges additional to the unit prices quoted in the Bid/Proposal.
- H. **Changes to the Contract:** Changes can be made to the contract only in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Town of Christiansburg may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town of Christiansburg a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town of Christiansburg's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town of Christiansburg with all vouchers and records of expenses incurred and savings realized. The Town of Christiansburg shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town of Christiansburg within thirty (30) days from the date of receipt of the written order from the Town of Christiansburg. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town of Christiansburg or with the performance of the contract generally.
- I. **Claims:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Town Manager, Town of Christiansburg Office of the Town Manager, 100 East Main Street, Christiansburg, VA 24073, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Virginia Code § 2.2-4363). A contractor may not institute legal action prior to receipt of the Town's decision on the claim unless the Town fails to render such decision within thirty (30) days. Failure of the Town to render a decision within thirty (30) days shall not result in the contractor being award the relief claimed or in any other relief or penalty. The sole remedy for the Town's failure to render a decision within thirty (30) days shall be the contractor's right to institute immediate legal action. The decision of the Town Manager shall be final and conclusive unless the contractor, within six (6)

months of the date of the final decision of the claim, institutes legal action as provided in Virginia Code § 2.2-4364.

- J. **Clarification of Terms:** If any prospective contractor has questions about the specifications or other solicitation documents, the prospective contractor should contact the Town official or purchasing agent whose name appears on the face of the solicitation no later than three (3) working days before the due date. The contractor may be asked to submit such questions in writing. Any revisions to the solicitation will be made only by addendum issued by the Town or purchasing agent.
- K. **Debarment Status:** By submitting their bids/proposals, contractors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- L. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Christiansburg, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Christiansburg may have. In addition, the Town of Christiansburg reserves the right to cancel any orders placed that are not delivered by the date specified in the Invitation for Proposal.
- M. **Drug-Free Workplace:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- N. **Ethics in Public Contracting:** By submitting their bids/proposals, contractors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- O. **Facsimile and Email Proposals:** Unsealed proposals may be submitted by facsimile or email. Sealed proposals must be submitted in a sealed envelope or through a secure online portal, as directed by the Town of Christiansburg. Unsealed, facsimile, or emailed proposals will not be accepted for sealed bidding. It is the contractor's responsibility to ensure its proposal is properly submitted and received by the Town of Christiansburg prior to the time and date designated for submission.
- P. **Immigration Reform and Control Act of 1986:** By submitting their bids/proposals, contractors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Q. **Indemnification:** Contractor agrees to indemnify, defend, and hold harmless the Town of Christiansburg its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any kind or nature of services furnished by the contractor or contractor's use of any materials, goods, or equipment of any kind or nature, provided that such liability is not attributable to the sole negligence of the Town of Christiansburg.

- R. **Late Proposals:** To be considered for selection, bids/proposals must be received by the Town of Christiansburg in the office of the Town official or purchasing agent whose name appears on the face of the solicitation, 100 East Main Street, Christiansburg, VA 24073, by the designated date and hour. Bids/Proposals received after the date and hour designated are automatically disqualified and will not be considered. The Town of Christiansburg is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or other means of delivery. It is the sole responsibility of the contractor to ensure that its bid/proposal reaches the Town of Christiansburg's Purchasing Office by the designated time and hour.
- S. **Mandatory use of Town Form and Terms and Conditions:** Failure to submit a bid/proposal on the official Town of Christiansburg form provided for that purpose shall be a cause for rejection of the bid/proposal. Modification of or additions to any portion of the Invitation for Bid/Request for Proposal may be cause for rejection of the bid/proposal; however, the Town of Christiansburg reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal as nonresponsive. As a precondition to its acceptance, the Town of Christiansburg may, in its sole discretion, request that the contractor withdraw or modify nonresponsive portions of a bid/proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- T. **Negotiation with the Lowest Bidder:** Unless all bids are cancelled or rejected, the Town of Christiansburg reserves the right granted by Virginia Code § 2.2-4318 to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the Town whenever such low bid exceeds the Town's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bid. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Town shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Town wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible bidder.
- U. **Nondiscrimination of Contractors:** A bidder, proposer, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- V. **Payment To Prime Contractor:**
1. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Town of Christiansburg or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

W. **Payment To Subcontractors:** Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to the Town.

1. In accordance with Virginia Code §§ 2.2-4354(1), the contractor shall be liable for the entire amount owed to any subcontractor with which it contracts. The contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor. Any provision in a contract contrary to this section shall be unenforceable.
2. In accordance with Virginia Code §§ 2.2-4354(2), The contractor shall take one of the following courses of action within seven (7) calendar days after receipt of amounts paid to contractor by the Town for Work performed by any Subcontractor under this Contract:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
3. In accordance with Virginia Code §§ 2.2-4354(3), individual contractors shall provide their social security numbers and proprietorships, partnerships, and corporations shall provide their federal employer identification numbers to the Town, or in the case of a subcontractor, to the contractor.
4. In accordance with Virginia Code §§ 2.2-4354(4), contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 2.
5. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
6. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
7. Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the Town. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

X. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town of Christiansburg shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

Y. **Precedence of Terms:** The following General Terms and Conditions ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, CLARIFICATION OF TERMS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- Z. **Public Notice of Award:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Town of Christiansburg will publicly post such notice on the Town of Christiansburg website (www.christiansburg.org) if the amount of the transaction is \$30,000 or more. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.
- AA. **Qualification of Contractors:** The Town of Christiansburg may make such reasonable investigations as deemed proper and necessary to determine the ability of the contractor to perform the services/furnish the goods and the contractor shall furnish to the Town of Christiansburg all such information and data for this purpose as may be requested. The Town of Christiansburg reserves the right to inspect contractor's physical facilities, tools, and equipment prior to award to satisfy questions regarding the contractor's capabilities. The Town of Christiansburg further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such contractor fails to satisfy the Town of Christiansburg that such contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- BB. **Supremacy Clause:** Notwithstanding any provision in the contractor's response to the contrary, the contractor agrees that the terms and conditions contained in the Town of Christiansburg's Invitation for Bids or Request for Proposals prevail over contrary terms and conditions contained in the contractor's response.
- CC. **Taxes:** Sales to the Town of Christiansburg are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
- DD. **Transportation and Packaging:** By submitting their bids/proposals, all contractors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- EE. **Testing and Inspection:** The Town of Christiansburg reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- FF. **Use of Brand Names:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict contractors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The contractor is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Town to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bids only the information furnished with the bids will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal nonresponsive. Unless the contractor clearly indicates in its bid/proposal that the product offered is an equivalent product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
- GG. **Termination:** The Town may terminate this contract with or without cause by giving contractor a thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, contractor shall discontinue all services in connection with the performance of this contract and shall proceed to cancel promptly all related third-party contracts. Termination of the contract by the Town pursuant to this paragraph shall terminate the Town's obligations thereunder and no charges, penalties or other costs shall be due contractor except for compensation of work timely and satisfactorily completed. In addition to the Town's right of termination, either party may terminate this contract in the event the other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this contract, provided that unless otherwise provided in this contract, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of a written notice of default. The notice of default shall state the party's intent to terminate the contract if the default is not cured within a specified time period.
- HH. **Appropriation Approval.** Contractor acknowledges that the Town's performance and obligation to pay under this contract is contingent upon annual appropriation by Town Council. Contractor agrees that in the

event that such appropriation is not forthcoming, the Town may terminate this contract and no charges, penalties, or other costs shall be assessed.

II. Authorization to Transact Business in the Commonwealth:

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code or as otherwise required by law.
2. In competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Virginia Code or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
3. Any bidder or offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Town of Christiansburg.
4. Any business entity described in subsection 1 that enters into a contract with the Town shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Virginia Code, to be revoked or cancelled at any time during the term of the contract.
5. The Town may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

JJ. Modification: No fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Town Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

SPECIAL TERMS AND CONDITIONS

- A. **Extra Charges Not Allowed:** The bid price shall be for complete delivery of equipment, ready for use by the Town of Christiansburg, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- B. **Good Housekeeping:** In accordance with the Clean Water Act, established by the Environmental Protection Agency (EPA) and enforced by the Virginia Department of Environmental Quality (DEQ), the Town of Christiansburg is required to implement and enforce written procedures as part of the Municipal Separate Storm Sewer System (MS4) permit program requirements to prevent, to the maximum extent practicable, potential pollutants that will lead to a point discharge at a natural drainage way. The Town of Christiansburg's written procedures are provided in the Good Housekeeping/Pollution Prevention (GH/PP) manual provided to the contractor. The contractor shall employ good housekeeping practices outlined in the GH/PP manual and as directed in response to Town inspection reports on all Town properties and immediately remediate all spills containing potential pollutants as directed in the manual. If, through an audit or inspection, the EPA or DEQ renders fines to the Town on account of poor practices determined to be the fault of contractor, the Town reserves the right to collect compensation from the contractor. Contractors applying pesticides and herbicides shall provide evidence of appropriate certification in accordance with Virginia Law.

By signing the contract, the contractor acknowledges receipt of the GH/PP manual and certifies contractor's understanding of its roles, responsibilities and liabilities associated with the Town's MS4 Program. If the contractor has any questions during the term of this contract concerning the Good Housekeeping and Pollution Prevention Manual, the contractor may contact the Town employee managing the contract, or in emergencies directly the Town of Christiansburg Engineering Department (540) 382-6120.

- C. **Insurance:** Contractor certifies that it and its subcontractors, if any, will have the insurance coverage set forth below at the time the contract is awarded and that such insurance will be maintained during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The “Town of Christiansburg, its officers, agents, and employees,” shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by the Town’s insurers.

Each required insurance policy shall provide at least 30 days’ written notice of cancellation to the Town of Christiansburg.

If the liability insurance is issued on a "claims made" basis, the contractor must either:

Agree to provide certificates of insurance evidencing the General Liability coverage for a period of two (2) years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's work under this contract, or

Purchase the extended reporting period endorsement for the policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement.

MINIMUM INSURANCE REQUIRED:

Workers’ Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.

Employer's Liability:	Each Accident:	\$100,000
	Disease, Each Employee:	\$100,000
	Disease, Policy Limit:	\$500,000
Commercial General Liability:	General Aggregate:	\$2,000,000
	Each Occurrence:	\$1,000,000

Commercial General Liability shall include bodily injury and property damage, personal injury, advertising injury, products and completed operations coverage. General Aggregate limit shall apply separately to the project. Contractor’s insurance coverage shall be primary and non-contributory.

Automobile Liability:	Combined Single Limit of \$1,000,000	
Professional Liability:	General Aggregate	\$2,000,000
	Each Occurrence	\$1,000,000

Umbrella Liability: \$2,000,000 per occurrence.

- D. **Maintenance Manuals:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties when applicable.
- E. **Warranty (Commercial):** The contractor agrees that the supplies or services furnished under any contract shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Town of Christiansburg by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.
- F. **Inspection of Job Site:** Contractor's signature on the contract constitutes certification that contractor has inspected the job site and is aware of the conditions under which the work must be accomplished. Claims as a result of failure to inspect the job site are barred and will not be considered by the Town of Christiansburg.
- G. **Work Site Damages:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of the contract shall be repaired to the Town’s satisfaction at the contractor’s expense.

ATTACHMENT A

**SEC. 26-136 OF CHAPTER 26 “PUBLIC SAFETY”
OF THE CHRISTIANSBURG TOWN CODE**

ARTICLE III. FIRE PREVENTION AND PROTECTION
DIVISION 4. FIRE PREVENTION AND FEES FOR SERVICES

Sec. 26-136. Cost reimbursement for fire services.

Reasonable fees shall be charged for fire services provided by all fire services personnel, whether provided by volunteer or town employees upon adoption of a schedule of rates for fire services. The schedule of rates for services shall be established by resolution of the town council. The funds received from the payment of these fees shall be used to aid in defraying the cost of providing fire services.

- (1) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Fire services personnel means persons responsible for the direct provision of fire services in a given fire service emergency.

Fire service vehicle means any vehicle, or vessel that is specially constructed, equipped, maintained and operated, and is intended to be used for emergency fire response and the transportation of fire response personnel, equipment, supplies, and other items for fire service.

- (2) *Billing.*

- a. A bill will be generated for fire services rendered by all fire services personnel whether the personnel are volunteers or town employees.
- b. Recipients of service will generally fall into one of the following categories for billing purposes:
 1. *Insured, town/county resident or non-resident.* The appropriate insurance carrier will be billed for fire services utilized by town and county residents, as well as non-residents.
 2. *Uninsured town/county residents.* The town compassionate billing policy provides for waiver of fire fees for uninsured town and county residents that can demonstrate a financial hardship. A statement showing zero balance will be sent to any recipient of service qualifying for such waiver.

- (3) *Compassionate billing policy.*

- a. No one will ever be denied necessary fire service due to either his inability to pay or a lack of insurance.

- b. All consumers of fire services will be asked, in writing, to provide information regarding available insurance coverage. All consumers of fire services will receive written notification of the value of services received and notice of billing forwarded to their insurers.
- c. Compassionate billing is intended to eliminate or minimize out-of-pocket expenses for fire services received by town and county residents. The town regards taxes paid by town residents and residents of the county as inclusive of copays and/or deductibles for fire service for all persons living in a taxpaying household. Elderly or disabled town or county residents qualifying for real estate tax relief shall be deemed qualified for relief from any deductible or copay for fire services received.
- d. The town's billing process or company will not pursue payment recovery through a debt collection agency without express authorization of the town manager or his designee.
- e. Non-residents receiving town fire services will receive a bill, but these nonresidents may also apply for a financial hardship waiver.
- f. If any insured party requires fire services within a given calendar year that exceeds the policy limits and no additional insurance coverage is available, the fees for service beyond coverage limits will be waived.
- g. If the insurance company deems the fire service is not necessary, the billing company will verify the information that was submitted to the insurance company and resubmit the claim for reconsideration. If the insurance carrier still deems the fire service not necessary, the town manager or his designee will review the individual case for possible waiver of the fees.
- h. Town volunteer fire and rescue personnel, whether they are town residents or not, will not be charged out-of-pocket expenses for fire services.

ATTACHMENT B

DESCRIPTION OF INCIDENT LEVELS/TYPES

Please provide suggested rates (using the chart in Attachment C) per the incidence response levels/types as described below.

I. MOTOR VEHICLE INCIDENTS

Level 1 - minimum charge

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - minimum charge

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - minimum charge

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

II. ADD-ON SERVICES:

Extrication – minimum charge

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone – minimum charge

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

III. HAZMAT

Level 1 – minimum charge

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2– minimum charge

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 (minimum charge, plus additional charge per hour for HAZMAT team)

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time.

IV. FIRES

Assignment (minimum charge plus charge per hour, per engine and per hour, per truck):

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates. Itemized, per person, at various pay levels and for itemized products use.

V. ILLEGAL FIRES

Assignment (minimum charge plus charge per hour, per engine and per hour, per truck):

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

VI. WATER INCIDENTS

Level 1 (minimum charge plus charge per hour per rescue person)

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Level 2 (minimum charge plus charge per hour per rescue person)

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Level 3 (minimum charge plus charge per hour per rescue person, i.e. HAZMAT)

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

VII. BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum charge plus per hour, per rescue person. Additional rates of per hour per response vehicle and per hour per rescue person.

VIII. DUTY OFFICER – charge per man hour

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

IX. MISCELLANEOUS/ ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$X per hour. Truck billed at \$X per hour. Miscellaneous equipment billed at flat rates.

ATTACHMENT C – CALL VOLUME BY TYPE

The chart below contains the Town of Christiansburg’s annual call types and volumes.

Call Type	Annual Call Volume (Estimated)	Charge/Rate
<u>Motor Vehicle Incidents</u>		
Type 1	0	\$X
Type 2	280	\$X
Type 3	22	\$X
<u>Add-on Services</u>		
Extrication	13	\$X
Creating a Landing Zone	5	\$X
<u>HAZMAT</u>		
Type 1	69	\$X
Type 2	0	\$X
Type 3	0	\$X plus an additional \$/hour and \$X per HAZMAT team
<u>Fires</u>	168	\$X per hour, per engine/ \$X per hour, per truck
<u>Illegal Fires</u>	0	\$X per hour, per engine / \$X per hour, per truck
<u>Water Incidents</u>		
Level 1	0	\$X plus \$X per hour, per rescue person
Level 2	0	\$X plus \$X per hour, per rescue person
Level 3	0	\$X plus \$X per hour, per rescue person, plus \$X per hour per HAZMAT team member
Level 4	0	Itemized
<u>Back Country or Special Rescue</u>	4	Minimum billed \$X plus \$X per hour, per rescue person. Additional rates of \$X per hour per response vehicle and \$X per hour per rescue person.
<u>Duty Officer</u>	1,065	\$X per hour
Miscellaneous/extra time on scene	0	Engine billed at \$X per hour. Truck billed at \$X per hour. Miscellaneous equipment billed at \$X.
Total Calls	1,065	-----

Additional Call Categories/Information

These calls are included in the 1,065 calls total shown above.

Type	Average Annual Volume
500 Series incidents	77
600 Series incidents	
Good intent/Cancelled enroute	107
No incident found	57
Steam or fog reported as smoke	46
Hazmat call with no Hazmat	4
700 Series - Fire Alarm / False Alarm	210
900 Series - Special incident	3

ATTACHMENT D

EXAMPLE CONTRACT

(To be completed later)

CONTRACT FOR

Contract Number:

This contract is entered into this _____ day of _____ 2024, by _____, hereinafter called the “Contractor” and the Town of Christiansburg, hereinafter called the “Town”.

WITNESSETH that the Contractor and the Town, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the Town as set forth in the _____.

CONTRACT PERIOD: The contract period is from _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents in the amount of _____.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, the Town’s Request for Proposal 2450000xx (Exhibit A) and the Contractor’s proposal dated xxx (Exhibit B).

CONTRACTOR:

TOWN OF CHRISTIANBURG:

By: _____

By: _____

Print Name: _____

Print Name: Randy Wingfield

Title: _____

Title: Town Manager

Date: _____

Date: _____