

419 Sixteenth Avenue = Ranson, WV 25438 Tel: 304-728-3287 = Fax: 304-728-6221 = jcesa.org

I. Introduction

- A. Jefferson County is soliciting proposals for <u>Ambulance Towing</u> from vendors who are interested and qualified to provide the required goods and services as indicated herein. It is the intent of Jefferson County to select a single vendor to fulfill all goods and services outlined in this request. RFPs will be evaluated using the criteria herein.
- B. Emergency Medical Services are currently operated by Jefferson County Emergency Services Agency, a component agency of Jefferson County government, a political subdivision of the State of West Virginia. It is anticipated that Jefferson County Emergency Services Agency will become a department of the Jefferson County Commission. Therefore, any proposal in response to this request must be offered to Jefferson County Emergency Services Agency Commission, collectively referred to throughout this document as Jefferson County, interchangeably.

II. Proposal Submission

- A. Proposals may be submitted via email or hardcopy.
 - 1. Proposals submitted via email must be sent to purchasing@jcesa.org and include <u>Ambulance Towing</u> in the subject line. The vendor's name and address must be included within the body of the email or as an attachment.
 - 2. Proposals submitted by hardcopy must be marked <u>Ambulance Towing</u> and include the vendor's name and address on the outside of the envelope and mailed or delivered to:

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- B. Submissions will be accepted until <u>3:00pm on December 22, 2022</u> (Eastern Time.) Submissions received after the due date and time will not be considered.
- C. Proposal submissions must include
 - 1. Completed and signed Vendor's Declaration
 - 2. IRS W-9
- **D.** Modifications received after the due date will not be considered. Jefferson County assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the improper designation.
- E. Jefferson County reserves the right to accept or reject any or all proposals for any reason or to request and obtain, from one or more vendors submitting proposals, supplementary information as may be necessary to analyze the proposal(s). Jefferson County reserves the right to exercise discretion and apply its judgment with respect to all proposals submitted. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Jefferson County.
- F. Jefferson 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 project 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 Jefferson County and, as public records, will be subject to public view.

- **G.** 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.
- **H.** At no time shall the successful vendor reproduce or use the logo, seal, or insignia of Jefferson County or any of its departments, agencies, or political subdivisions. The vendor will not use the return address or any other identifying or proprietary information of Jefferson County or any of its departments, agencies, or political subdivisions, for advertising or any other purpose other than required to fulfill the terms of this agreement without prior authorization from Jefferson County.
- I. Jefferson County is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

III. Background:

A. Jefferson County is transitioning from a model involving volunteer owned and operated ambulances with staffing supplemented by the County, to a model wherein the County is the sole owner and operator of all 911-dispatched ambulances within the County's geographical boundaries. There will be 10 ALS-equipped ambulances, including 6 front-running units and 4 reserves.

IV. Required Vendor Qualifications and Experience

- **A.** By submitting a proposal in response to this request, the vendor certifies that neither the Vendor nor its officers nor any predecessor companies are under any part of the Bankruptcy Act nor ever filed under the Bankruptcy Act within the previous seven years, and that the vendor has been in business one or more years.
- **B.** To comply with Internal Revenue Service requirements, all vendors are required to have a current IRS Form W-9 on file with Jefferson County. A complete IRS form W-9 must be submitted with the proposal packet.
- **C.** Vendor will be required to provide a Certification of Insurance as proof of liability insurance at a minimum of \$1,000,000 per incident and Workers Compensation insurance as required by West Virginia.

V. Products and Services Included in this RFP

- **A.** This request is for proposals from capable vendors to provide emergency and non-emergency towing of ambulances as needed.
- B. Jefferson County operates Type I ambulances which are a commercial cab & chassis (such as a Ford F550) with a patient compartment (box) mounted on the rear. Type I ambulances typically have a GVWR of 10,001-14,000 pounds and an overall length of approximately 300 inches.
- **C.** Ambulances must be towed on a flatbed -or- the driveshaft must be removed by the towing company operator prior to the tow.
- **D.** Emergency towing. Within thirty minutes of notification by Jefferson County, without regard to the day of week, hour or day, or observance of a holiday the vendor will:

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- Dispatch the necessary equipment and personnel to retrieve an ambulance which is not drivable due to; mechanical failure, involvement in a collision, or any situation where, at the discretion of Jefferson County, driving the ambulance is not prudent.
 - a) The pickup location of the ambulance will typically be within Jefferson or Berkeley County, or within a thirty-minute drive of a Jefferson County border.
 - b) The necessary towing equipment and personnel must be within Jefferson County or within 30-minutes travel-time of the pickup location at the time of notification.
 - c) The necessary towing equipment and personnel must be enroute to the pickup location within thirty minutes of notification by Jefferson County.
- 2. Directly transport the ambulance to one of the following locations, as directed by Jefferson County at the time of call for service.
 - a) JCESA 419 16th Ave, Ranson, WV
 - b) Fleet & Facilities Management 128 Industrial Blvd, Kearneysville, WV
 - c) A service vendor to be determined at the time of the call for service, within a one-hour drive of a Jefferson County border.
- **E.** Non-emergency towing. Within 24 hours, excluding weekends and holidays, of notification by Jefferson County during normal business hours, the vendor will:
 - 1. Dispatch the necessary equipment and personnel to retrieve an ambulance that is not drivable or, at the discretion of Jefferson County, is not prudent to drive.
 - a) The pickup location of the ambulance will typically be within Jefferson County, but may be at other locations from time to time.
 - 2. Transport and deliver the ambulance to a location directed by Jefferson County. This location will typically be within a one-hour drive of a Jefferson County border, but longer transports may be necessary from time to time.
- **F.** Vendor will provide Jefferson County with one primary point of contact for account-related matters and any major support issues that may arise. This point of contact must have the knowledge and authority to resolve challenges across all areas of the Vendor's organization.
- G. Questions regarding the product specifications in within section V or VI of this RFP may be directed to Bob Burner, Director, Jefferson County Emergency Services Agency, via mail at 419 16th Ave, Ranson, WV 25438 via phone at 304.728.3287, or email at purchasing@jcesa.org.

VI. Delivery

A. This proposal is for as-needed service. Delivery, relative to this service, is described in Section V of this request for proposals.

VII. Payment Terms

A. Amounts due for items ordered, delivered, and properly invoiced shall be payable when those items are inspected and accepted. Amounts due for services requested, performed, and properly invoiced shall be payable when those have been rendered.

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- 1. If setup fees, pre-payment for ongoing subscription components, or any other up-front payments or mid-point payments are required, Vendor must clearly define these expectations in the proposal.
- 2. Vendors proposal must clearly identify one-time costs, regular subscription costs, hourly-based costs, mileage-based costs, per-trip costs, and any ad-hoc costs.
- **B.** Jefferson County processes payment in the form of a paper check within 30 days of receipt of a correct invoice. All invoices should be sent to:

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- **C.** Jefferson County is also able to pay invoices via a purchasing card (Visa or MasterCard.) All proposals in response to this RFP shall indicate whether a purchasing card is an acceptable form of payment for orders placed and indicate whether any fees are assessed by the Vendor for use of this payment method.
- **D.** All invoices must be itemized in full, showing item descriptions, quantity, services performed, price, payment terms, and reference a Purchase Order (if applicable).
- E. Jefferson County is tax exempt. A Tax Exemption certificate will be provided upon award.
- **F.** The Vendor shall not include amounts due on the invoice for items not received when the order is not completed, or items are on backorder.
- **G.** Jefferson County reserves the right to deduct from payment any monies owed to Jefferson County by the vendor.

VIII. Non-Discrimination

- A. Jefferson County is an equal opportunity employer, purchaser, and service provider. Jefferson County does not discriminate towards any individual or business based on race, sex, color, age, religion, national origin, disability, or veteran status.
- **B.** The successful Vendor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.
- **C.** If any claims should arise regarding this contract for a violation of any such local, state, or federal law, statute, rule, or regulation, the Vendor will indemnify and hold Jefferson County harmless for any damages, including court costs or attorney fees, which might be incurred.
- D. In the event of the Vendor's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Jefferson County. The Vendor may be declared, by Jefferson County, ineligible for further contracts with Jefferson County until satisfactory proof of intent to comply shall be made by the Vendor. The Vendor agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

IX. Applicable Law

A. Any contract will be interpreted under the laws and statutes of the state of West Virginia. Jefferson County does not enter contracts which provide for mediation or arbitration. Any action arising from any contract made from these specifications shall be brought in the Circuit Court in Jefferson County, West Virginia or in the United States District Court for the Northern District of West Virginia.

X. Contract Nullification

A. Jefferson County may, at any time, nullify the agreement if, in the judgment of Jefferson County, the Vendor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the Vendor(s), but no further sums shall be owed to the Vendor(s). The agreement between Jefferson County and the Vendor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Jefferson County.

VENDOR'S DECLARATION

The vendor submitting a proposal in response to Jefferson County's RFP for <u>Ambulance Towing</u> understands, agrees, and warrants that:

- 1. The vendor has carefully read and fully understands the full scope of the requirements.
- 2. The vendor has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
- 3. The vendor has liability insurance and a certificate of insurance will be provided before the commencement of any work.
- 4. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the acceptance deadline listed in the RFP but may not be withdrawn after such date and time.
- 5. Jefferson County reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. Jefferson County reserves the right to waive any technicalities and formalities in the proposal.
- 6. The vendor acknowledges that Jefferson County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.
- 7. Neither the vendor submitting this proposal, its officers, nor any predecessor companies are under any part of the Bankruptcy Act, nor have they filed under the Bankruptcy Act within the previous seven years.
- 8. The vendor submitting this proposal has been in business for at least one year.
- 9. The vendor has not been a party to any collusion among vendors in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or any discussion between vendors and any official of Jefferson County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a proposal.

VENDOR:

Signature

Company Name

Name & Title

Address

Date

City, State, Zip

This declaration must be signed by an authorized representative of the Vendor and included with the proposal submission, along with a completed IRS form W-9.