IMPORTANT NOTICE!!

If you download these materials and wish to be added to the proposer contact list send an email to:

Jayne McMahan jmcmahan@springfield-or.gov

Information to be provided:

- “RFP# 1305 Non-Emergent Ambulance Transport Services” in the subject line
- Company name
- Primary contact name
- Primary contact title
- Primary contact direct phone #
- Primary contact email

It will be the responsibility of each participating supplier to refer daily to the City of Springfield – Purchasing/Contracts website http://www.springfield-or.gov/RFPPAGE.HTM to check for any available addendum to current opportunities, cancellations or intents to award posted.
City of Springfield
Fire and Life Safety Department

RFP #1305

REQUEST FOR PROPOSALS

FOR

Non-Emergent Ambulance Transport Services

November 3, 2014
CITY OF SPRINGFIELD
OREGON

Request for Proposals # 1305
Fire & Life Safety Department
Non-Emergent Ambulance Transport Services

Sealed proposals will be received by the Finance Department, City of Springfield, 225 Fifth St. Springfield OR, 97477, Attn: Jayne McMahan until 2:00 p.m. local time, the 11th of December, 2014 and opened at 2:00 p.m. local time the same day, for proposals regarding Non-Emergent Ambulance Transport Services. Sealed proposals must be marked “RFP#1305: Non-Emergent Ambulance Transport Services”.

Proposal packets are available on the City’s website at www.springfield-or.gov (select the hyperlink from the left menu titled Purchasing/Contracts then RFP #1305: Non-Emergent Ambulance Transport Services or by contacting Jayne McMahan at (541)726-3708 or by email: jmcmahan@springfield-or.gov.

The City of Springfield reserves the right to accept or reject any or all proposals or to waive any specifications or requirements, or to negotiate with any vendor submitting a proposal regarding any aspect of this Request for Proposals when doing so is deemed to be in the best interest of the City.

Robert J. Duey
Finance Director
City of Springfield, OR

Publication Schedule:
The Register Guard: November 3, 2014
I. Proposal Overview

The City of Springfield seeks qualified proposers to provide non-emergent ambulance transportation services at the Intermediate Life Support (ILS) and Basic Life Support (BLS) levels within the ambulance service area assigned to the City of Springfield under the Lane County Ambulance Service Area Plan, as described within this Request for Proposal (RFP). All services must be provided without regard to the patient’s status or ability to pay costs.

As a joint cooperative agreement, the cities of Eugene and Springfield, Oregon are seeking to establish agreements with a qualified provider for certain fire and emergency medical service calls in the Ambulance Service Areas of the Eugene Springfield Fire Department. Eugene Springfield Fire is a functionally and operationally, but not currently administratively and financially, merged organization of the fire departments of the cities of Eugene and Springfield Oregon. Eugene Springfield Fire has 305 employees with 257 line fire and emergency medical service personnel. Eugene has 172 line positions and Springfield has 85 line positions. The organization has two assigned ambulance services areas (#4 and #5) and covers 1,960 square miles, serving a population of 285,392. Both cities intend to enter into a contractual agreement with the successful Proposer for a period of three (3) years, with an option to renew for two (2) additional one-year terms.

Either City may expand the role of the successful provider during the contract period. An analysis of call volume, call types, quality review and adherence to parameters of contract, and City’s needs will be considered when determining whether or not to expand the provider’s role. Any changes in service will be documented in a written contract amendment.

An RFP packet may be downloaded from the City of Springfield home page (www.springfield-or.gov) by clicking on the Purchase/Contracts hyperlink, or by contacting Jayne McMahan at jmcmahan@springfield-or.gov or by phone at (541)726-3708. Prospective Proposers are requested to confirm receipt of downloaded RFP packets by email to City of Springfield, Attn: Jayne McMahan at the above email address.

II. Proposal Submission Requirements

Your response to the Request for Proposal must contain all of the information requested in the Request for Proposal along with acknowledgement of all addenda. A completeness check will be conducted for each submission. Incomplete submissions will not be accepted. Submissions must include the items organized and numbered to correspond to each requirement below:

Content requirements

1. **General** – Proposals will be clear and concise. The City encourages green options and discourages the use of materials that cannot be recycled such as PVC and spiral binders, plastic or glossy covers and dividers. Further, the City encourages Proposers to print on both sides of a sheet of paper whenever possible.

2. **Cover Letter** – All Proposals must be accompanied by a cover letter signed by an individual who is legally authorized to enter into a contract on behalf of the proposing individual/firm. The letter must introduce the Proposal, provide an overview of your representation according
to the Attachment 1 Statement of Work and affirm that the Proposer accepts all terms and conditions of the Request for Proposals, including the Attachment 2 Sample Contract terms and conditions. The letter must designate the Proposer’s contact person during the Proposal review process. Also, identify whether you qualify as resident bidder as described in ORS279A.120 (1) (b) and if you are licensed to do business in the State of Oregon. Include a statement of the firm’s ability to begin work February 1, 2015 and a statement that the submission is a firm offer for a 90-day period.

3. **Contact Information** - Proposer’s firm name, mailing and physical addresses, telephone number, fax number, and taxpayer identification number. Primary contact person’s name, title, phone number, fax number and email address.

4. **Qualifications** - Include a detailed statement of the qualifications of the firm. This should include organizational history, clients presently served, and experience in providing pre-scheduled and inter-facility non-emergent ambulance transport services.

5. **Additional Services** - If it should become necessary for the City of Springfield to request the Provider to render any additional services to supplement the services requested in this RFP, then such additional work shall be performed only if set forth in a written addendum to the contract between the City of Springfield and the firm.

6. **References** - Provide a minimum of three (3) references for Non-Emergent Ambulance Transport Services for organizations for whom you have provided similar services. The references should include, at a minimum, the name of the organization, the address, the contact person, title, email address and a telephone number. References cannot include current City of Springfield or City of Eugene staff.

7. **Attachment #2** – Sample Contract – in your cover letter acceptance of terms and conditions.

8. **Signed Attachment #3** – Performance Bond

9. **Signed Attachment #4** - Authorization to Legally Bind Bidder

10. **Signed Attachment #5** – Minority Women Emerging Small Business Form (MWESB)

### III. Contact Person

Proposers may contact Jayne McMahan for further information regarding this process. **Contact with other City officials may be grounds for disqualification.** Jayne McMahan can be reached by email at jmcmahan@springfield-or.gov or by phone at (541) 726-3708. Questions regarding specifications will be forwarded by Jayne McMahan to the appropriate Eugene Springfield Fire personnel when more detailed technical explanations are required, and upon receipt of response from Eugene Springfield Fire personnel, Ms. McMahan will disseminate the information by written addenda issued by the City (See Section VII)
IV. Evaluation and Selection Criteria

A committee comprised of representatives from the Cities of Springfield and Eugene will review the Proposals for conformance with the requirements of the Request for Proposals. Conforming Proposals will be evaluated according to the criteria listed below.

1. Proposal Review

   a. The committee will use the selection criteria as identified in section #2 to score each proposal. Based on the strength of the Proposals received, the committee may elect to identify finalists and schedule appointments for presentations and/or interviews. Following the presentations and/or interviews, if any, the committee will make a final selection based on the best overall interests of the City of Springfield. The committee will rely on information provided in the Proposals and during interviews, if any, as well as information provided by references.

2. Evaluation Criteria

Proposals will be evaluated and scored using the criteria listed below.

   a. Proposal Evaluation Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conformity of submitted proposal to this RFP</td>
<td>5</td>
</tr>
<tr>
<td>References from at least 3 recent customers within the past 2 years</td>
<td>5</td>
</tr>
<tr>
<td>Deployment Plan &amp; Strategies - Section 4(b)</td>
<td>50</td>
</tr>
<tr>
<td>Personnel, Clinical Training &amp; Medical Direction Section 4(k-n)</td>
<td>30</td>
</tr>
<tr>
<td>Quality Improvement, Performance and Audit Programs – Section 5</td>
<td>10</td>
</tr>
<tr>
<td>Finance &amp; Administration – Section 7</td>
<td>25</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>125</strong></td>
</tr>
<tr>
<td>Oral Presentation for selected firms (if any)</td>
<td>20</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>145</strong></td>
</tr>
</tbody>
</table>

   b. Oral Presentations (if any) and Final Scoring

      i. After the technical proposals have been evaluated and finalist firms have been identified, those firms will be invited to make an oral presentation to the committee.
ii. Presentations provide the firms an opportunity to answer any questions or provide clarifications to the committee; however, no changes are allowed to be made to the originally submitted cost.

iii. The committee will score the firm’s presentations in the context of the criteria listed in section IV(2) of this document and whether the presentation and responses enhance the scoring of the written proposals. Firms may receive up to an additional 20 points on the presentation.

iv. Based upon the addition of the presentation scores to the written proposal scores, a final cumulative score for each finalist will be compiled, from which the selection of a firm will be made.

c. Tie Breaker

In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on their Qualifications.

V. Schedule For Selection Process

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposals Advertised</td>
<td>November 3, 2014</td>
</tr>
<tr>
<td>RFP Available</td>
<td>November 3, 2014</td>
</tr>
<tr>
<td>Requests to Consider Equal Spec.</td>
<td>November 28, 2014 5pm Local Time</td>
</tr>
<tr>
<td>Requests to Consider Exceptions</td>
<td>November 28, 2014 5pm Local Time</td>
</tr>
<tr>
<td>City’s Determination Regarding</td>
<td>December 4, 2014</td>
</tr>
<tr>
<td>Proposals Due / Opening</td>
<td>December 11, 2014 2pm Local Time</td>
</tr>
<tr>
<td>Interviews (if necessary)</td>
<td>December 17, 2014 (Approximate)</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>December 18, 2014 (Approximate)</td>
</tr>
<tr>
<td>Contract Awarded</td>
<td>December 22, 2015 (Approximate)</td>
</tr>
</tbody>
</table>

Proposals must be signed by a principal member of the proposing entity capable of binding the entity. Included with the signature should be principal’s written name, title, address, and telephone number (see Attachment 4 Authorization to Legally Bind Bidder).

One original and (4) four copies of the proposal, clearly marked “RFP #1305 - Non-Emergent Ambulance Transportation Services” and contained in a sealed envelope or box shall be received no later than 2:00 PM local time, December 11, 2014 at the following address:

City of Springfield
Administrative Services Dept.
Attention: Jayne McMahan, Contract Manager
225 Fifth Street,
Springfield, Oregon 97477

Proposals will be opened on December 11, 2014 at 2:00 pm local time. All proposals shall be valid through 90 days after the RFP closing date.
VI. Late Proposals Not Considered

Proposals must be received by 2:00PM local time on December 11, 2014 at the address listed above. Any proposals received after the deadline will not be considered. Faxed or emailed proposals will not be accepted.

VII. Addenda to RFP

In the event that it is necessary to amend, revise, or supplement any part of the RFP, City of Springfield will post addenda on the City website (www.springfield-or.gov) and will make reasonable effort to provide addenda to all Proposers to whom City provided the initial RFP. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the RFP. City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

Addenda may be downloaded from the City of Springfield home page (www.springfield-or.gov) by clicking on the Purchase/Contracts hyperlink, or by contacting Jayne McMahan at jmcmahan@springfield-or.gov. Prospective Proposers are requested to confirm receipt of downloaded Addenda by email to City of Springfield, Attn: Jayne McMahan at the above email address.

In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of City shall be final and binding upon all parties.

VIII. Contract

The successful Proposer will be expected to enter into contracts with both the City of Springfield and the City of Eugene. An example of each cities contract is attached herein as Attachment 2.

Contract shall commence on February 1, 2015 and shall continue for three (3) years unless, extended, modified, or terminated as provided in the contract. Contract may be extended for two (2) additional one-year periods upon compliance with the provisions of the contract and agreement of both parties.

IX. Negotiation Of Agreement

City reserves the right to negotiate a final contract which is in the best interest of City considering cost effectiveness and quality control. Once a tentative selection has been made by the evaluation committee, Staff will attempt to negotiate a contract with the preferred Proposer. If the negotiations are not successful, staff will negotiate with other qualified Proposers in the order of their respective qualifications until an agreement is reached or staff decides to terminate the selection process. If contract negotiations are successful, the contract will be forwarded to the appropriate City authority for award.
X. City Selection Discretion

City reserves the right to reject any or all proposals and to waive irregularities and informalities in the selection process. The City further reserves the right to negotiate, amend, and refine proposals in consultation with one or more of the prospective Proposers.

XI. Proposal Ownership

All material submitted by the Proposers shall be considered property of City, and City shall not be required to return same to any Proposer. The material submitted by Proposers will be treated in the same manner as City’s own records.

After proposal opening, all proposals become part of the public record and are available for public review unless exempt under Oregon Public Records Law. Proposers wishing to exempt appropriate portions of their proposals from disclosure as public records are encouraged to discuss their concerns with City’s Finance Director (address listed below) prior to the submissions of their proposals.

Bob Duey, Finance Director  
City of Springfield Finance Department  
225 Fifth Street  
Springfield, OR 97477

XII. Exceptions To RFP

If, for any reason, a Proposer should desire an interpretation of a term or condition of this RFP, find fault with the structure of this RFP or with the evaluation process, concerns may be submitted in writing to:

Jayne McMahan  
City of Springfield  
225 Fifth Street  
Springfield, OR 97477  
Phone: (541) 726-3708  
Fax: (541) 726-3782

City will make every effort to answer questions and, if warranted, amend the RFP. Responses to questions and amendments to the RFP will be posted on the City of Springfield home page (www.springfield-or.gov), click on the Purchase/Contracts page. Proposers who are unable or unwilling to meet one or more of the requirements of this RFP should include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before November 28, 2014.

XIII. Equal Specification Change Requests

A prospective Proposer may deliver to Jayne McMahan, Contracts Manager at City of Springfield Finance Department, a written request for change to any of the requirements listed in this Request for
Proposal. Such request shall be delivered on or before **November 28, 2014**. A written request for change shall include:

- A detailed description of the legal and factual grounds for the request,
- A description of the resulting prejudice to the prospective Proposer,
- A statement of the form of relief requested or any proposal changes to the specifications.

The City will review the change request and notify the prospective Proposer of the decision in writing prior to the RFP closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Request for Proposal.

**XIV. Protest**

Any Proposer who has submitted a proposal to the City of Springfield and who is adversely affected by the City’s award of the Contract to another Proposer and who desires to protest said award shall submit within 7 days after issuance of the Notice of Intent to Award the Contract, to submit a written protest of the award to the City of Springfield. Such right to protest shall conform to the requirements of OAR 137-047-0740 and specify the grounds upon which the protest is based.

Failure to file a protest as specified herein waives Proposers right to pretest or contest the award. An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of the City’s Contract award. Concerns must be submitted to:

Robert Duey  
Finance Director  
City of Springfield  
225 Fifth Street  
Springfield, OR 97477

**XV. Cost Of Proposal**

The City of Springfield is not liable for any costs incurred by vendors for the preparation and presentation of their proposals. This includes any costs in the submission of a proposal or in making necessary studies or designs for the preparation thereof.

**XVI. Submission Requirements**

Your proposal must contain all of the information requested in the request for proposal. Specific requirements, including background information are included in Attachment 1. A completeness check will be conducted for each proposal. Incomplete proposals will not be accepted.
ATTACHMENT 1

SCOPE OF WORK

NON-EMERGENT AMBULANCE TRANSPORT SERVICES

1. General Information

a. Description of the Area

The cities of Eugene and Springfield represent the second and ninth-largest cities in Oregon, with a metro area population of approximately 238,325 (Lane Council of Governments, January 2013 estimate) and an incorporated area of 59 square miles. Located in western Oregon’s southern Willamette Valley, the communities were first settled in the mid-1800’s. Springfield was formally incorporated in February 1885, after the field near the spring was fenced, creating a ‘springfield’. The City of Eugene was formally incorporated in 1862 as Eugene City, after early settler Eugene Skinner, and then renamed two years later.

Both cities operate under a council/manager form of government. The City Council develops and adopts legislation and policies to direct the City organization, but employs a professional administrator (the City Manager) to manage and oversee all City personnel and operations to carry out the council’s direction. The cities are organized into departments, with the Eugene Springfield Fire Department representing a functional consolidation of the City of Eugene Fire & EMS Department and the City of Springfield Department of Fire & Life Safety.

The City Councils consists of Councilors, who each shall reside in a specific geographic ward, and are elected by the city at large on a nonpartisan ballot for staggered four-year terms. The Mayor is the Chief Elected Officer of each city. The Mayor is elected from the city at large on a nonpartisan ballot for a four-year term.

b. Overview of the Department

The department, now known as Eugene Springfield Fire, represents a functional consolidation of Eugene Fire & EMS and Springfield Fire & Life Safety. Both departments have continually operated since the mid-1800’s and fire personnel are represented by the International Association of Fire Fighters (IAFF). The departments began providing ambulance transport services in 1981 and continue to provide this service to a large area of central Lane County.

The City Manager(s) appoint the Fire Chief, who is responsible for organizing and administering the department. The department consists of 305 full time equivalent (FTE) positions, including 280 uniformed and 25 civilian positions, organized into four functional divisions: Operations; Special Operations, Fire Marshal’s Office, and the Administrative Services Bureau.
The Eugene Springfield Fire Department provides fire, rescue, emergency medical, code enforcement, and fire/injury prevention education services to the citizens of the Eugene/Springfield area and to eight neighboring special districts through long-standing contractual agreements. See table below.

**Table 1.1 Primary Service Area Statistics**

<table>
<thead>
<tr>
<th>DISTRICTS</th>
<th>POPULATION</th>
<th>AREA (sq mi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Eugene</td>
<td>159,580</td>
<td>44.1</td>
</tr>
<tr>
<td>City of Springfield</td>
<td>59,990</td>
<td>15.7</td>
</tr>
<tr>
<td>Bailey-Spencer RFPD</td>
<td>465</td>
<td>5</td>
</tr>
<tr>
<td>Eugene Fire District #1</td>
<td>883</td>
<td>9.8</td>
</tr>
<tr>
<td>Glenwood Water District</td>
<td>1,189</td>
<td>0.4</td>
</tr>
<tr>
<td>Rainbow Water District</td>
<td>4,929</td>
<td>1.4</td>
</tr>
<tr>
<td>River Road Water District</td>
<td>7,295</td>
<td>1.7</td>
</tr>
<tr>
<td>Willakenzie-Eugene RFPD</td>
<td>975</td>
<td>1</td>
</tr>
<tr>
<td>Willakenzie-Springfield RFPD</td>
<td>1,864</td>
<td>2.4</td>
</tr>
<tr>
<td>Zumwalt RFPD</td>
<td>1,154</td>
<td>11.4</td>
</tr>
<tr>
<td>TOTALS</td>
<td>238,324</td>
<td>92.9</td>
</tr>
</tbody>
</table>

In addition, the Department provides emergent and non-emergent ambulance transport service to Lane County Ambulance Service Areas (ASA) #4 and #5. These ASA’s includes all the jurisdictions listed above plus a large adjoining rural area primarily to the south and east for a total service area of nearly 2,000 square miles.

c. Medical Control

Medical direction and oversight is provided under a contract with a local emergency department physician who is a medical director with considerable experience in the practice of pre-hospital emergency medicine and who provides medical advice and accountability.

i. Standing Medical Orders and Treatment Protocols

Standing Medical Orders and Treatment Protocols are developed by the Lane County Medical Control Board (LCMCB). The LCMCB is comprised of the Medical Directors’ representing Eugene Springfield Fire, Lane Rural Fire Rescue, Lane Fire District #1, and South Lane Fire & EMS. The LCMB meets regularly to develop guidelines reflective of current trends and evidence in the practice of pre-hospital care.

d. Advisory Committees

Eugene Springfield Fire actively participates in several internal and external advisory groups and committees relating to EMS and pre-hospital care, including:
i. Central Lane Emergency Medical Services
Area EMS Coordinators/EMS Chiefs/EMS Officers meet regularly to discuss equipment needs and purchases, EMS issues and concerns.

e. Finance

Eugene Springfield Fire’s ambulance transport sections operate as user-fee-supported systems. Fees for operation are generated through patient transports, treat and release aid responses and revenue generated through the annual FireMed membership program.

The successful Contractor will be required to meet FireMed contract obligations for those patients needing medically necessary, non-emergent transport.

2. Response Information

a. Average Area Protected by Initial Response Companies

The department’s entire fire and EMS first response area is 93 square miles. Its’ first response needs are served by fourteen engine companies, two ladder companies, and one Airport crash truck (dedicated to response at the Eugene Airport and not available to respond to incidents off Airport property). Therefore, the average area covered by each staffed first response crew is approximately 5.8 square miles.

b. Types of Calls
Response requests are distributed among three main call types – Fire, EMS, and Other – by sorting based on dispatch activity descriptions. These call types are further divided as follows:
Table 2.1  Total Calls for Service by Type of Call

<table>
<thead>
<tr>
<th>FIRE</th>
<th>FY12</th>
<th>%Total</th>
<th>FY13</th>
<th>%Total</th>
<th>FY14</th>
<th>%Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structure</td>
<td>325</td>
<td>1.0%</td>
<td>242</td>
<td>0.8%</td>
<td>315</td>
<td>1.0%</td>
</tr>
<tr>
<td>Brush</td>
<td>296</td>
<td>0.9%</td>
<td>401</td>
<td>1.3%</td>
<td>346</td>
<td>1.1%</td>
</tr>
<tr>
<td>Vehicle</td>
<td>101</td>
<td>0.3%</td>
<td>120</td>
<td>0.4%</td>
<td>97</td>
<td>0.3%</td>
</tr>
<tr>
<td>Other</td>
<td>293</td>
<td>0.9%</td>
<td>276</td>
<td>0.9%</td>
<td>264</td>
<td>0.8%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>1,015</strong></td>
<td><strong>3.2%</strong></td>
<td><strong>1,039</strong></td>
<td><strong>3.3%</strong></td>
<td><strong>1,022</strong></td>
<td><strong>3.1%</strong></td>
</tr>
<tr>
<td>EMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency</td>
<td>21,535</td>
<td>67.1%</td>
<td>20,558</td>
<td>65.8%</td>
<td>22,294</td>
<td>68.1%</td>
</tr>
<tr>
<td>Non-Emergency</td>
<td>5,387</td>
<td>16.8%</td>
<td>5,803</td>
<td>18.6%</td>
<td>4,967</td>
<td>15.2%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>26,922</strong></td>
<td><strong>83.9%</strong></td>
<td><strong>26,361</strong></td>
<td><strong>84.4%</strong></td>
<td><strong>27,261</strong></td>
<td><strong>83.3%</strong></td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Haz Mat</td>
<td>118</td>
<td>0.4%</td>
<td>93</td>
<td>0.3%</td>
<td>170</td>
<td>0.5%</td>
</tr>
<tr>
<td>Public Assist.</td>
<td>2,031</td>
<td>6.3%</td>
<td>1,973</td>
<td>6.3%</td>
<td>2,349</td>
<td>7.2%</td>
</tr>
<tr>
<td>Rescue</td>
<td>254</td>
<td>0.8%</td>
<td>166</td>
<td>0.5%</td>
<td>140</td>
<td>0.4%</td>
</tr>
<tr>
<td>Fire Alarms</td>
<td>1,100</td>
<td>3.4%</td>
<td>984</td>
<td>3.1%</td>
<td>1,187</td>
<td>3.6%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>632</td>
<td>2.0%</td>
<td>631</td>
<td>2.0%</td>
<td>613</td>
<td>1.9%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>4,135</strong></td>
<td><strong>12.9%</strong></td>
<td><strong>3,847</strong></td>
<td><strong>12.3%</strong></td>
<td><strong>4,459</strong></td>
<td><strong>13.6%</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>32,072</strong></td>
<td><strong>100.0%</strong></td>
<td><strong>31,247</strong></td>
<td><strong>100.0%</strong></td>
<td><strong>32,742</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

This distribution pattern illustrates a major challenge in providing service to our diverse service area. As with most fire departments today, the large majority of calls are medical, and the demand for service is driven less by the characteristics of the fixed real property involved (land and buildings) than by the people, whose distribution does not necessarily correspond to the distribution of real property. Moreover, human beings are highly mobile; thus demand for service in a particular area can and does change frequently depending upon the time of day, day of week, specific season, special event, or as other significant and long-term demographic shifts occur.

c. Probability Analysis

Figure 2.1 below shows the total incidents for Eugene Springfield Fire from FY12 through FY14 and includes the daily average calls for service using a 24-hour shift day. All data, unless otherwise noted, is obtained from computer-aided dispatch (CAD) records.
Eugene Springfield Fire classifies incident types as follows:
- Fires
- EMS First Response
- Hazardous Materials Incidents
- Rescues (includes a variety of specialized rescue scenarios)
- Public Assists
- Mutual Aid
- Ambulance Calls (first response provided by another agency)
- Medical Transport
- Miscellaneous Calls

By analyzing each type of incident and evaluating the frequency of incidents over time, the demand patterns for response services at various times of the day can be determined. Data from fiscal year 2014 was used in this analysis.

Of note here is the fact that “Medical Transport” occurs on calls that are already counted as incidents within other service categories. The medical transport numbers are included in this report because an increase in transports will adversely impact the amount of time ambulances are available to respond to other calls for service.

### d. Frequency of Calls

Eugene Springfield Fire, in cooperation with its metropolitan area service partners, upgraded to a new integrated computer-aided dispatch (CAD) in 2014, and has also, implemented a dedicated and integrated fire and EMS records management system (RMS) that tracks all incidents within the area-wide system. These changes have eliminated gaps in record-keeping and allowed for improved analysis of all call types and responses. The implementation of Electronic Patient Care Reports (ePCR) several years ago further enhanced our ability to accurately analyze call data for medical responses handled by all units.

As stated previously, the majority of calls for service are medical in nature. Eugene Springfield Fire also provides non-emergency, pre-scheduled patient transports for dialysis, cancer treatments, and other routine appointments for which patients are too sick to travel by taxi, another form of medical transport, or private vehicle.
The department currently responds to approximately 75 such incidents each 24-hour period, as seen in Table 2.2 All engine companies are fully qualified paramedics, and outfitted with a complete inventory of advanced life support equipment, providing the Cities and their protection districts with consistent paramedic first response capability on all incidents.

Table 2.2  Frequency of EMS Incidents

<table>
<thead>
<tr>
<th></th>
<th>FY12</th>
<th>FY13</th>
<th>FY14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Avg.</td>
<td>74</td>
<td>72</td>
<td>75</td>
</tr>
</tbody>
</table>

Table 2.3 shows the numbers of calls when patients were actually transported, not necessarily the total number of patients. Pre-scheduled calls are included in the frequency of calls.

Table 2.3  Frequency of EMS Transports

<table>
<thead>
<tr>
<th>Call Type</th>
<th>FY12</th>
<th>FY13</th>
<th>FY14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transports</td>
<td>16,582</td>
<td>16,799</td>
<td>18,140</td>
</tr>
<tr>
<td>Daily Avg.</td>
<td>45.4</td>
<td>46</td>
<td>49.7</td>
</tr>
</tbody>
</table>

e. Temporal Distribution of Calls

Calls for service are not distributed uniformly throughout a 24-hour period. The following radius graphs display the temporal distribution of calls for ambulance service by the department in fiscal year 2014 by time of day using a 24-hour clock.
f. ASA Response Zones

The Lane County Health & Human Services Department developed an Ambulance Service Plan which has been adopted by the Board of County Commissioners. This plan calls for each ambulance service provider in the county to report quarterly on its ambulance response times for emergency calls. Response time goals are set for various zones, based on population density, proximity to urban areas, terrain, transportation networks, and expected travel time to the area.

Zones 1, 2, 3, and 4 in each ASA correspond roughly to the State of Oregon’s established urban, suburban, rural, and frontier designations. ASA #4 & #5 contain all four zones, with a large frontier territory that could have greater than a 120-minute response time.
g. Demands for Ambulance Service

Since Ambulance Service Areas are different from the fire protection service area, a separate analysis was conducted on the demand for Ambulance Service. Because medical responses comprise a large majority of the total service demands placed on the Department, and there are relatively fewer staffed resources to handle the total ambulance transport demand generated by a larger service area, it is particularly useful to examine demand patterns to ensure that resources are deployed as efficiently and effectively as possible.

Ambulance calls are displayed using demand charts that outline calls by time of day and day of week.

Figures 2.4 through 2.10 show the total demand for ambulance services by day of week and time of day. The 90th percentile is shown – i.e. 90% of calls for that day/time are at or below the number indicated.

**Demand for Ambulance Service by Day of Week and Time of Day in FY14**
h. Medic Units (Ambulances)

The department currently deploys six 24-hour dual-role (firefighter/paramedic) Type I ambulances staffed with two personnel - one Paramedic and one Intermediate or two Paramedics. An additional unit is deployed and staffed 8-12 hours per day as a peak hour unit. The remainder of the fleet is Type I units in reserve status. All medic units carry a full complement of advanced life support equipment, and are licensed and designated by the State of Oregon as advanced life support (ALS) ambulances.

The primary role of the medic unit in Eugene Springfield’s system is the treatment and transport of the sick and injured patients within county-designated ambulance service areas (#4 and #5). Personnel assigned to staff medic units are also qualified and able to function as firefighters, which helps augment Eugene Springfield’s overall daily firefighting force.

i. Critical Tasks (Emergency Medical Services)

Eugene Springfield Fire provides both EMS first response and ambulance transport services to a large portion of east/central Lane County, and responds to approximately 27,000 emergency medical calls for service per year. Because the majority of the department’s call load involves emergency medical service delivery, every engine company is equipped as an advanced life support (ALS) first response unit, and staffed with at firefighter/paramedics.

Eugene Springfield Fire has created a tiered response system within the assigned ASAs (#4 and #5). Utilizing a contracted provider to cover some of the BLS responses maximizes the available time for Eugene Springfield ALS resources to be available for emergency calls and other duties.

j. Non-Emergency Transports

Based on recent call data, the volume of pre-scheduled and inter-facility non-emergency transports is estimated at 7-9 calls per day. Actual call volume may vary.
<table>
<thead>
<tr>
<th>Month/Year</th>
<th>Non-Emergency Ambulance Transport Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 2014</td>
<td>220</td>
</tr>
<tr>
<td>May 2014</td>
<td>228</td>
</tr>
<tr>
<td>April 2014</td>
<td>219</td>
</tr>
<tr>
<td>March 2014</td>
<td>248</td>
</tr>
<tr>
<td>February 2014</td>
<td>238</td>
</tr>
<tr>
<td>January 2014</td>
<td>250</td>
</tr>
<tr>
<td>December 2013</td>
<td>238</td>
</tr>
<tr>
<td>November 2013</td>
<td>204</td>
</tr>
<tr>
<td>October 2013</td>
<td>203</td>
</tr>
<tr>
<td>September 2013</td>
<td>201</td>
</tr>
<tr>
<td>August 2013</td>
<td>225</td>
</tr>
<tr>
<td>July 2013</td>
<td>173</td>
</tr>
</tbody>
</table>

FY13 call volume: Total ambulance transports = 3,244, approx. 9 per day.

3. **General Qualifications and Requirements**
   
a. **General Qualifications**

   The proposer shall have a minimum of ten (10) years experience providing non-emergent and/or BLS ambulance transport services, serving a population of at least 50,000. Document experience and provide a list of at least three references with your proposal. Provide name, address and phone number of contact.

b. **General Requirements**
   
i. **Performance Security**

   The successful proposer must execute and deliver a good and sufficient performance bond in a sum equal to Two Hundred Thousand Dollars ($200,000.00), for the faithful performance of its obligations. In lieu of a surety bond, the City of Springfield may allow the successful proposer to submit a cashier’s check or certified check in the same amount or establish a cash escrow account of the same amount at an institution and under escrow instructions acceptable to the City. The Performance Bond shall be renewable annually for the life of the Contract. See sample in Attachment 3.

ii. **Equal Opportunity**

   It is the policy of the Cities to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or handicap, in respect to employment, housing, public services, facilities, and accommodations. This policy is reinforced by obligations assumed by the Cities as a condition of receipt of federal and state funds. This policy becomes an obligation which must be assumed by the successful proposer as well. Because in some cases religion, sex, age, disability, domestic partnership, familial status, sexual orientation, gender identity, source of income or marital status
may properly be the basis for denial or restriction of privileges with respect to employment, housing, or public services, facilities, or accommodations, the obligations, terms and conditions stated in the “Standard Contract Provisions” shall apply.

Violation of these provisions may be grounds for immediate termination of any agreement without recourse by the proposer.

iii. Successful Proposer’s Responsibilities

The successful proposer will be required to assume responsibility for all services offered in the proposal and for all contractual matters.

iv. Insurance

The successful proposer, at its own expense, shall purchase, maintain and keep in force insurance which meets or exceeds requirements as set forth in Attachment 2 – City of Springfield Sample Contract, Section 13 – Insurance of the RFP, and City of Eugene Sample Contract, Section 7 – Insurance, which will protect it and the City from claims which may arise out of or result from the successful proposer’s operations under the agreement.

The successful proposer must submit proof of insurance coverage as part of the agreement signing process.

v. Prohibited Activities

The successful proposer may not provide any other services within the Cities that are currently provided by the Cities without coordination and prior approval from the Fire Chief. This includes, but is in no way limited to, medical or first aid stand-by at events, water rescue and hazardous material response.

4. Performance Requirements

a. System Integration

i. Scope of Services Generally

The provider shall provide pre-scheduled and inter-hospital non-emergent Intermediate Life Support (ILS) level ambulance services 24 hours per day, 365 days per year, within the corporate limits of the City of Springfield, the City of Eugene, their contractual jurisdictions, and within the boundaries of Ambulance Service Areas 4 & 5 assigned to the City of Eugene and Springfield, respectively, under the Lane County Area Service Plan. The provider will also respond to alpha (a) and bravo (b) level calls-for-service and provide Basic Life Support (BLS) level patient transports from residential care facilities, adult foster care homes, skilled nursing facilities, urgent care, medical clinics, physician and dental offices, and any other medical related facilities
within ASA 4 & 5. Additionally, provider may respond to non-emergent Alpha and Omego scene calls, if needed.

ii. Start-Up
It is desirable to have the successful provider be able to begin operations on or about February 1, 2015. As part of the proposal, the proposer shall outline start dates and hours to be covered during transition (if applicable).

b. Deployment Plan

i. Deployment Plan Required

1. The provider shall be required to develop and maintain a current deployment plan.
2. Deployment plans must include the following elements:
   a. Identification of the number of ambulances to be deployed during each hour of the day and day of week.
   b. A description of 24-hour system status management strategies to deploy or redeploy resources to meet performance requirements.
   c. A description of how the provider will meet the demand for non-emergency BLS/ILS ambulance response during peak periods and during unexpected periods of unusually high call volume.
   d. A map identifying proposed ambulance station or post locations to provide equitable response times to all portions of both ASAs.
   e. A description of how ambulances will be staffed including the number of full-time or part-time employees.
   f. A description of any planned use of call back crews.
   g. A description of how workload will be monitored including a projected unit hour utilization rate and how that will be monitored throughout the term of the agreement.

3. Amendments

Proposed changes to the deployment plan must be submitted to the City’s Contract Administrator 30 days in advance of the proposed change unless the 30-day advance notice is waived by, and at the sole discretion of, the Eugene Springfield Fire Chief. However, the provider shall immediately amend its deployment plan and redeploy ambulances or add ambulances if directed to do so by the Fire Chief following a failure to meet response time or other performance requirements. The provider shall provide the City’s Contract Administrator a copy of any amended deployment plan as approved by the Fire Chief.

4. Deployment or Redeployment of Resources

Notwithstanding any deployment plan, the provider shall deploy or redeploy
ambulances as necessary at times of unusual call volume or when the Department, at its sole discretion, deems it necessary to avoid a degradation of the regional EMS system.

5. **Resources**

The provider is required to provide pre-scheduled and inter-facility non-emergent ambulance transport services within the contracted ASAs with its own resources. The resources must be stationed so that the provider is able to meet the response timelines specified. The provider may not utilize, in any manner, ambulance resources from other agencies within its’ deployment plans. All ambulance resources specified in the deployment plan must be the providers, and must comply with all specifications herein. Third party mutual aid resources may assist under extraordinary circumstances during extremely high call volume periods and only if the Department’s ambulance resources are unavailable.

c. **Operations Requirements**

i. **Response Times**

1. **Definitions**

For the purposes of calculating response times, the following definitions and measurements shall apply:

   A. Non-emergency facility transfers will be BLS transports where the pick-up location is a hospital.

   B. A pre-scheduled non-emergent transfer is a transfer that has been arranged 24-hours before transport.

   C. A wait and return will be defined as a pick-up from a facility, transporting to a different facility and waiting on scene for the patient to be treated, and then returning the patient to the original facility.

**NOTE:** The City, through its Central Lane Communication Center, may update, refine and/or alter dispatching protocols including priorities and codes. Any update, refinement or change will not change response performance requirements.

2. The ASA boundaries for ASA 4 & 5 are shown above in Map 2.1. They include the cities themselves plus large outlying geographic areas in both cases, generally to the west for Eugene and to the east for Springfield. Eugene’s ASA extends approximately halfway to the coast and covers a total of 446 square miles, while Springfield’s includes territory as far east as McKenzie Bridge, and has a total area of 1,514 square miles. The ASAs are divided into zones, which are based on population density and distance.
from agency resources. Map 2.1 shows ambulance response zones in each ASA. ASA4 (Eugene) has three zones, while ASA5 (Springfield) has four.

3. The providers’ official timekeeper for pre-scheduled transfers and inter-facility non-emergency BLS facility transfers shall be Eugene Springfield Fire. The provider must keep time data and submit a response report to Eugene Springfield Fire on a monthly basis. The Department shall be the sole determinant if provider has met response time requirements as outlined in 5(ii).

4. Dispatch times shall be determined as follows:
   a. Unscheduled Transfers. For Unscheduled BLS Transfer calls received by provider, the time the request for transfer is dispatched by provider shall be considered the “dispatched” time for all unscheduled BLS transfer calls. If in the event the party requesting service indicates a specific “time for pick-up”, the call shall be considered a Scheduled Transfer if the call is more than 24-hours prior to the requested time for pick up.

   b. Scheduled Transfers. For all Scheduled Transfers (Timed) calls, the “time for pick-up” shall be considered the “dispatched” time. Any time exceeding a zero (00:00:00) response time shall be considered a late response. For example, a Scheduled Transfer for pick up at 14:00:00 hours should have a 14:00:00 hours dispatch time. If the arrival time of the transporting ambulance is 14:00:01 hrs or greater, it will be considered a late response.

ii. Response Time Requirements
The maximum allowable response times are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Zone1</th>
<th>Zone2</th>
<th>Zone 3</th>
<th>Zone 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scene Calls</td>
<td>20:00 min</td>
<td>45:00 min</td>
<td>60:00 min</td>
<td>120 min</td>
</tr>
<tr>
<td>Unscheduled</td>
<td>30:00 min</td>
<td>45:00 min</td>
<td>60:00 min</td>
<td>120 min</td>
</tr>
<tr>
<td>Scheduled Transfer</td>
<td>Scheduled time of pick-up</td>
<td>Scheduled time of pick-up</td>
<td>Scheduled time of pick-up</td>
<td>Scheduled time of pick-up</td>
</tr>
</tbody>
</table>

**Note, there are not any hospital facilities within Zones 3 and 4**
iii. Failure to Meet Response Time Requirements

Response times are critical to patient care. The provider is expected to meet or exceed the required response times to every call and failure to do so will result in liquidated damages as provided in Section 8(b) of the RFP. In addition, failure to meet the response times in Zone 1 at least 90% of the time or within any zone 80% of the time will result in additional liquidated damages as also provided in Section 8(b) of the RFP.

The provider must make every effort to minimize fluctuations in response time performance according to time of day, day of the week, or week of the month. In addition, the provider shall not under serve any one area within the ASAs.

iv. Response Time Exemptions

It is understood that unusual circumstances and conditions beyond the providers’ reasonable control can produce response times that exceed the standards. If the provider believes that any run or group of runs should be excluded from the response time standards, a written request must be made to the Department’s Contract Administrator. Any requests for exemption from response time standards shall be made with the monthly Response Time Reports. If no such request is received by the deadline required herein, no such request will be considered in compliance calculations. The Department has the sole discretion to exempt any call and is not obligated to do so for any reason. Situations in which exemptions may be granted include:

1. Dispatch Services
   a. Language Barrier
   b. Incorrect Address

2. Provider Services
   a. Adverse weather and/or road conditions
   b. Vehicle problems

3. System
   a. Hospital divert
   b. Response area obstacles (e.g., limited access, barrier devices).

v. Use of Mutual Aid and Requirements

1. Use of Mutual Aid
   The provider may utilize mutual aid from third parties in cases of extraordinary high call volume and only if no Department resource is available as determined by the Cities. Requests for mutual aid from third parties must follow Central Lane Communications dispatching policies and protocols.

2. Requirement to Enter Into Mutual Aid Agreements
The provider is required to enter into mutual aid agreements to respond with needed personnel and equipment with all providers in Lane County with whom the Department has mutual aid agreements. The mutual aid agreements must be generally in the same form as the City agreements and reviewed and approved by the City prior to execution.

d. Dispatch Requirements

i. Communications Center
The provider is required to establish a local non-emergency contact number. For non-emergency BLS pre-schedule transfers, the provider must provide its own dispatch services using call taking and dispatching personnel that meet or exceed Oregon standards and training for telecommunication personnel. All requests other than non-emergency BLS pre-scheduled and inter-facility transfers received by the provider must be immediately transferred to 9-1-1 Central Lane Communications. Likewise, 9-1-1 Central Lane Communications will transfer any non-emergency BLS pre-scheduled transfer requests to the provider. All calls transferred to provider by 9-1-1 Central Lane Communications, will be assessed a Thirty-Seven Dollars and 80/100 ($37.80) fee per call for Fiscal Year 2015, and adjusted annually thereafter.

e. Equipment and Supplies

i. Communications Equipment

The provider must have and maintain in good operating condition portable and mobile communications equipment as specified by the Department. The provider will be financially responsible for all costs associated with implementing, upgrading, and making changes required by the Department.

ii. Medical Equipment and Supplies

1. Specifications and Coordination: The provider must equip all of its ambulances with supplies and equipment necessary to carry out BLS care in accordance with OAR 333-255-0070. The provider’s equipment and supplies must meet or exceed the Oregon Department of Human Services, Health Services Division requirements and the City’s supply and equipment requirements. The provider will be provided an ongoing opportunity to participate in the development and revision of the equipment and supply specifications.

2. List: The provider must provide a list of equipment and supplies used on its ambulances and the Cities may require the provider to replace any equipment or supply that does not meet requirements or the Cities’ specifications.
3. **Exchange:** The provider will be required to provide and maintain its own equipment and will not rely on exchanges from the Cities or Central Lane EMS unless a separate agreement with Central Lane EMS is reached.

4. **Logistics:** The provider is responsible for the purchase of all supplies and equipment, and maintaining the cleanliness and adherence to infection control procedures for all equipment and transport units.

5. **Ambulance Cots:** Due to the safety issues involved with lifting heavy patients, all ambulances must be equipped with power lift stretchers.

f. **Ambulances**

   i. **Quality:** All ambulances in service in ASA 4 & 5 shall be in good working order and appearance. No Type I ambulance utilized by the provider may have mileage in excess of 200,000 miles unless otherwise approved by the Fire Chief. No Type II ambulance utilized by the provider may have mileage in excess of 100,000 miles unless otherwise approved by the Fire Chief. No Type III ambulance utilized by the provider may have mileage in excess of 150,000 unless otherwise approved by the Fire Chief. Vehicles or equipment that the Department reasonably determines to have cosmetic or physical deficiencies that may negatively impact customer perception shall be removed from service and either replaced or repaired without undue delay.

   ii. **Specifications:** All ambulances must be licensed as required by the Department of Human Services, Health Services Division and must meet or exceed the requirements set forth in ORS 682.051 to 682.991 and OAR 333-255-0060, in addition to the requirements herein.

   iii. **Color, Markings and Warning Devices:** All proposed markings and color schemes shall be submitted to and approved by the Cities prior to implementation and the provider may be required to change markings and color schemes if required by the Cities at any time. The provider must have a uniform appearance on all of its apparatus, and must display the words “Non-Emergency Transport Service” in a minimum of four inch (4”) lettering on both sides and rear of vehicle.

   iv. **Fleet Size:** The provider is required to maintain a fleet size capable of handling not less than 100% of proposed peak deployment in ASA 4 & 5. Neither the Cities’ nor mutual aid resources may be considered part of the provider’s fleet.

   v. **Maintenance:** The provider shall maintain all ambulances and equipment in a manner to achieve the highest standard of safety, reliability and appearance. All personnel utilized to maintain vehicles and equipment must be properly trained, certified, and knowledgeable. Any vehicle or equipment utilized by provider in providing services that are reasonably found by the Department to have any deficiency that may compromise function, must immediately be removed from service.
service.

vi. List: The provider shall at all times maintain a current list of ambulances (including reserve units), to include license number, vehicle identification number, name and address of any applicable lien holder and shall make the list available to the Department immediately upon request.

g. Disaster Preparedness

i. The provider shall actively participate with Eugene Springfield Fire in its disaster planning and response process to include but not be limited to:

1. Participating in training programs, exercises, and planning sessions as required by the Cities; and

2. Developing response plans for multi-casualty, or disaster situations providing for seamless integration of, and adherence to, Eugene Springfield Fire guidelines and policies.

h. Committee Participation

The provider shall designate appropriate personnel to participate in committees at the request and discretion of the Fire Chief. The Fire Chief shall have the authority to reject, limit or remove persons designated.

i. Standby and Event Coverage

Under routine circumstances the provider will not participate in any standby or event coverage unless specifically requested to do so by the Department.

j. Career Development

Provider is strongly encouraged to work closely with the City in its efforts to attract a culturally diverse workforce and to ensure economically disadvantaged youth are exposed to the opportunities in emergency response professions. While working closely with the local school districts and Lane Community College, our goal is to introduce young men and women to emergency response-related careers.

k. Personnel and Clinical Standards

i. Staff, General

The City expects that provider’s provision of services shall conform to the highest clinical and professional standards. In doing so, the provider shall comply with all applicable City, County, State, and Federal laws, regulations and standards regarding
the provisions of services. All persons employed by the provider shall be competent in
the performance of their duties, hold and maintain applicable and valid
certificates/licenses/accreditations in their respective roles or profession. The provider
shall be held accountable for employee performance, licensing and actions. The
provider shall cooperate and submit to individual and corporate investigations
requested by the City.

ii. Command and Control Structure

The provider must be NIMS (National Incident Management System) compliant
throughout the duration of their contract with the Cities.

iii. Ambulance Staffing

The provider shall at minimum staff ambulances providing BLS pre-scheduled and
inter-facility transports with at least one qualified driver and one certified Emergency
Medical Technician ("EMT") or above. The EMT must always be with the patient in
the patient compartment of the ambulance. The provider at their discretion may staff
ambulances with EMT-Intermediate or EMT-Paramedic; however they must work
within the scope of an EMT.

When operating an ambulance, all personnel must meet the applicable requirements of
ORS 682.051 to 682.991 and OAR 333-255-0070.

All personnel staffing ambulances must be certified, in good standing, with the Oregon
Department of Human Services, Health Division. The provider must use reasonable
efforts to hire and retain personnel with bilingual skills, especially Spanish.

iv. Management and Supervision

The provider will provide the management and supervision necessary for effective
oversight, and administration of ambulance transport services. At least one field
supervisor, with current credentials and clinical field experience, shall be on duty or on
call at all times in order to oversee or provide support to field personnel as necessary.
This person shall be available on scene within 45 minutes.

In addition, the contract administrator named by the provider in its proposal may not be
changed without approval of the Department. Approval will not be unreasonably
withheld.

v. Uniforms and Appearance of Personnel

The provider’s ambulance personnel shall wear clean, professional uniforms. All
shirts, trousers, jackets and shoes must be approved by the Battalion Chief of EMS.
vi. Competence and Professionalism of Personnel

Professional and courteous conduct and appearance is required at all times from the Provider’s personnel.

vii. Personnel Training

1. Orientation of Employees

The provider must ensure that all employees have been properly oriented before being placed on transporting ambulances. The orientation shall include but not be limited to: overview of the Eugene Springfield EMS system; applicable policies, procedures, orders and protocols (to include HIPAA and infection control); all communications; navigation, mapping, hospital routes; ambulance equipment utilization and maintenance. Orientation curriculums must be pre-approved by Eugene Springfield Fire’s EMS Training Coordinator prior to implementation. The provider must maintain documentation of compliance with these requirements.

2. Training Records

All personnel training records must be provided to the city within 24 hours of request.

3. Student Internships

It is highly recommended that the provider will assist with and accommodate local students needing internships or field experience to obtain the necessary requirements to complete EMT training and certification.

1. Medical Direction

The provider must at all times contract with a local Medical Director who attends a minimum of 70% of the Central Lane Medical Control Board meetings, to act as the provider’s Supervising Physician for purposes of assigning and monitoring the quality of care and providing pre-hospital emergency medical care and education. The terms of the agreement, including compensation, shall be negotiated and entered into as an independent and separate agreement between the provider and whoever provides the medical direction.

m. Standing Medical Orders and Treatment Protocols

The provider shall have standing medical orders and treatment protocols consistent with the Department’s Standing Medical Orders and Treatment Protocols. Standing medical
orders and treatment protocols must be developed cooperatively with the Central Lane Medical Control Board.

n. Work Schedules and Employee Affairs

The provider shall have reasonable work schedules and conditions. Patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, and mandatory overtime without adequate rest.

The Department expects that to attract and retain outstanding personnel, the provider must offer reasonable compensation. The Department in no way intends to restrict the ingenuity of the provider and its employees from working out new and creative compensation (salary and benefits) programs. However, the provider should not use sub-standard compensation levels in order to deliver economic efficiencies necessary to profitably manage its agreement with the Cities.

The Department emphasizes that the provider is responsible for conducting its affairs with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the agreement. The Department will not otherwise involve itself in provider’s management or employee relationships. The provider is an independent contractor and neither the provider nor any of its employees are considered employees or agents of the City of Springfield or City of Eugene.

The Department shall, throughout the term of the agreement, have the right of reasonable rejection and approval of staff assigned to the work by the provider. If the Department reasonably rejects staff, the provider must provide replacement staff satisfactory to the Department in a timely manner and at no additional cost to the Cities.

o. Conflict Resolution Process

Differences of opinion may arise during the delivery of services under this agreement. For the purposes of this process, serious issues shall be defined as any issue which may result in civil or criminal charges. Other conditions which may violate the agreement shall be considered not serious. Issues related to quality of care and treatment protocols will be considered critical issues.

1. Serious Issues.
   a. Employee shall be immediately removed from service delivery.
   b. Incident reviewed by Department & Provider
   c. If Department and Provider Management cannot reach a resolution, the Fire Chief will make the final decision on resolution.

2. Not Serious Issues.
   a. Incident reviewed by Department & Provider
b. If Department and Provider Management cannot reach a resolution, the Fire Chief will make the final decision on resolution.

3. **Critical Issues.**
   a. Incident reviewed by Department’s Medical Director & Provider
   b. If Department and Provider Management cannot reach a resolution, the Department Medical Director will make the final decision on resolution.

5. **Quality Improvement, Performance and Audit Programs**

   a. **Quality Improvement Program**

      The provider shall, in conjunction with the Eugene Springfield Fire, establish and carry out its comprehensive continuous quality improvement (CQI) program. The CQI program will be an organized, coordinated, multi-disciplinary approach to improving patient care services and outcomes. Response times, customer satisfaction/complaints, system integration, performance measurement, identifying areas of improvement, and identifying methods to implement and evaluate changes should all be included.

   b. **Compliance and Audit Program**

      The provider shall establish and maintain a compliance and audit program as recommended by the Office of the Inspector General for all Centers for Medicare/Medicaid Services (CMS) programs applicable to ambulance transportation. In addition, the provider must provide prompt response and follow-up to inquiries and complaints from CMS, the Oregon Health Plan and Eugene Springfield Fire.

   c. **Quality Audits and Inspections**

      Eugene Springfield Fire representatives may at any time, and without notification, inspect the provider’s operations directly related to services provided in the agreement. This shall include, but not be limited to, CQI assessments, ambulances, repair facilities, communication and administration facilities. In addition, Eugene Springfield Fire representatives may ride as observers on any ambulance at any time.

      Fire representatives may also audit all reports and data that the provider is required to collect, maintain or provide. Such audits will be conducted during normal business hours with a minimum of 48 hours notice.

   d. **Data and Information Reporting**

      The long-term success of any EMS system is predicated upon the ability to measure, analyze, and report operational, clinical and administrative data. The provider shall be responsible for data input and reporting in a manner which facilitates review by the Cities
and any other entity authorized by law or contract to review data and reporting. All systems and reports must comply with the ASA reporting requirements as well as City, State, and Federal data collection and reporting requirements.

1. Monthly Response Time Report

The provider shall submit to the Department electronically monthly response reports for each month. Reports must be received no later than 5 PM, five (5) business days after the final day of the month. The contact for this requirement will be the Battalion Chief of EMS.

For each incident for which a response is dispatched, the monthly response time compliance report shall include, but not be limited to:

- A unique call number which shall be the call number generated by 9-1-1 Central Lane Communications, or another number that a City reviewer can easily link to the provider’s dispatching system if the call is not dispatched by 9-1-1 Central Lane Communications;
- Dispatch date;
- Dispatch time;
- En-route to facility/home, (en-route to hospital time?);
- Arrive at facility/home;
- Time transport ended, (clear time?); and
- Identification number of the ambulance(s) that arrived on scene.

For calls canceled en-route, or reassigned en-route, the aforementioned items shall be reported and any additional data necessary to calculate and verify response times as provided in Section 4(c).

The monthly response time report shall include all mutual aid given and mutual aid received responses, including identification of the entity giving or receiving the aid.

2. Non-Compliant Response Report

The provider shall submit a monthly non-compliant response report electronically to the Department, no later than 5 PM, five (5) business days after the final day of the month. The contact for this requirement will be the Battalion Chief of EMS.

This report shall include all information outlined in Section 4(c) for all calls in which the response time requirements were not achieved separated into four distinct categories (Zone 1, Zone 2, Zone 3, and Zone 4).
3. **Incident Reports**

The provider will complete and submit to the City within 48 hours, or any shorter time if required by the Fire Chief, incident reports for each action considered non-conforming to policies and procedures and for any other incident if requested by the City. Non-conforming incidents include, but are not limited to, ambulance accidents or vehicle failures while on a call, equipment failures, patient injuries, and patient or facility complaints. A copy of all incident reports shall also be maintained on file at the provider’s administrative offices.

Incident reports must include but not be limited to the following information:

- Date of incident;
- Incident number if applicable;
- Personnel involved;
- Unit number if applicable;
- A detailed narrative of the event; and
- A narrative of corrective action taken.

4. **Quality Improvement Reports**

Within fifteen (15) days following the end of each month, the provider shall provide a report in writing and electronically, summarizing quality improvement activities of the previous month.

5. **Community and Public Information Report**

The provider shall provide a quarterly summary of all community education and public information activities including a description of the activities, number of attendees, and number of staff hours provided.

6. **Pre-Hospital Patient Care Reports**

A patient care report (PCR) is required to be completed, and submitted as required, for all patients for whom care is rendered. In order to facilitate system and quality improvement efforts, the PCR must meet with the state of Oregon requirements for pre-hospital care reports. The provider must provide a copy of a PCR within 24 hours of a request. The provider will cooperatively work with the Department to develop and implement a PCR reporting system acceptable to both parties. In the event consensus is not achieved, the Department may require the provider to use whatever reporting system the Department uses. Costs associated with the development and implementation of the reporting system shall be provider’s responsibility.

**NOTE:** All electronic reports shall be comma delimited ASCII or EXCEL files unless agreed to otherwise by the Department.
Springfield’s secure FTP site shall be used if a report contains any information that is protected under HIPAA.

7. **Record Requests**

The provider shall also complete, maintain, and if requested by the City, provide access to or copies of the following records and reports (including supporting data if requested) within fifteen (15) working days of the request.

- Equipment failure records
- Vehicle maintenance records
- Patient account records
- Deployment planning records
- Continuing education and training reports
- Office of Inspector General recommended Medicare Audit Compliance reports

6. **Community Relations and Customer Service**

Community outreach and public education are essential elements of any effective EMS system. The provider must provide a written customer service plan that includes how the provider will handle and resolve complaints. A written description of community outreach activities planned for the calendar year must also be included. Specifically, outreach and education activities at nursing homes, assisted living facilities and hospitals should be addressed (at a minimum). All community activities that the provider participates in shall be approved by the Battalion Chief of EMS.

If the provider or any of its employees create work that results in a copyright, patent or any other protected intellectual property right, the provider grants to the City, or must obtain from its employee if necessary, a grant to the City of, a royalty-free, non-exclusive and irrevocable right and license to reproduce, publish or otherwise use, and to authorize others to use the work, or any part thereof, developed.

7. **Finance and Administration**

a. **Budgeting**

The provider shall provide complete information on the full costs of its service on a quarterly basis. “Full costs” shall be defined as all costs attributable to the provision of services provided under the agreement. If revenue from ambulance service billing does not cover costs of operations, the provider shall document its projected source of revenue to offset such loss and shall detail the provider’s projected time frame to recoup losses.
b. **Business Office, Billing and Collection System**

The provider will be responsible for all ambulance billing and revenue for services provided by provider’s ambulances and staff only. The Department will be responsible for all ambulance billing and revenue for services provided by Department resources. However, if the provider so chooses, the provider may negotiate billing services as a separate contract with the City of Springfield.

The provider shall utilize a billing and collections systems that includes a reporting system acceptable to the Department, is easy to audit, is HIPAA compliant, minimizes the effort required to obtain reimbursement from third party payers and is capable of electronically filing Medicare claims.

The provider shall provide a local or toll free phone number for inquiries from patients and third-party payers. This phone number will be included on all ambulance bills sent by provider.

c. **Ambulance Rates**

The provider may set its own rates for service subject to approval of the City Manager(s). The provider may charge no more than the rates charged by the Eugene Springfield Fire.

**Current charges: Base rate $1,700, mileage $21.20/pt. mile.**

d. **Annual Financial Audits**

Provider shall supply annual audited financial statements prepared by an independent public accounting firm in accordance with Generally Accepted Accounting Principles (GAAP). Statements shall be available within one hundred twenty (120) calendar days of the close of provider’s fiscal year. If provider’s financial statements are prepared on a consolidated basis, then separate balance sheets and income statements shall be required and shall be subject to the independent audit.

The provider shall maintain its financial records for a period of five (5) years after termination of the agreement with the City, or until the records have been audited by the City, whichever event occurs first. These records shall be made available during the term of the agreement and the subsequent five-year period for examination, transcription, and audit by the City, its designees, or other authorized bodies. The City reserves the right to conduct an independent audit of these records at any time and the provider will provide access to all relevant records and cooperate fully with any such independent audit.

e. **Compliance with All Laws and Regulations and Reporting**

i. **Compliance**

The provider must comply with all federal, state and local laws, regulations, rules and procedures applicable to the provision of the services provided, including without any
limitation whatsoever the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), and its implementing regulations; Oregon Revised Statutes chapter 682; Oregon Administrative Rules Chapter 333 divisions 250, 255, 260 and 265; and Oregon Administrative Rules Chapter 847, division 035, and Oregon Occupational Health & Safety Administration (OR-OSHA). The provider must also obey all provisions of the Lane County Ambulance Service Plans and ordinances applicable to ambulance providers (except response time reporting for which the Department will be responsible).

The provider must also comply with all provisions in this request for proposal and nothing in the foregoing shall be construed to allow the provider to not comply with any request for proposal requirement imposing additional or higher or stricter standards or requirements.

ii. Reporting to Department

The provider shall notify the Department anytime the provider or any of its employees are named or noticed in any administrative, civil or criminal proceeding. This notice shall be in written form and forwarded to the Department within five (5) working days of the date the provider or any of its employees become aware of any such claim or notice.

The provider shall also notify the Department anytime the provider or any of its employees are audited by any regulatory authority. This notice shall be in written form and forwarded to the Department within five (5) working days of the date the provider or any of its employees become aware of any such audit.

The provider shall notify the Department of the results of any proceeding or audit. This notice shall be in written form and forwarded to the Department within five (5) working days of the resolution.

f. Demonstration of Financial Position

i. Financial History

Provide evidence clearly documenting your financial history for the past five (5) years. If you are part of a larger entity, all financial information must be reported for the operational unit submitting the proposal. If you are a multi-site operator or subsidiary operation, you may report consolidated financial information provided that a letter guaranteeing your performance with the full faith and credit of your organization is included with the financial data and is signed by an official with the authority to commit the parent organization.

ii. Proposed Operating Budgets

Submit three completed “Proposed Operating Budgets,” one for each of the first three (3) years of operation.
iii. Projected Revenues
Projected revenues must be clearly identified, for each of the first three (3) years of operation, including all sources of revenue. If projected revenue does not cover operating expenses for any year, identify a financial plan to address any such deficits.

iv. Organizational Chart
Provide a current organizational structure chart identifying position titles and chain-of-command relationships.

v. Capital Resources
Provide and document the following:
1. Access to sufficient capital to provide for implementation and start-up of the agreement.
2. Financial reserves, or net worth, sufficient to fully sustain the operation for 3 months in case you have incorrectly estimated expenses or profits from the operation. Explain plan for funding operation if you do not have sufficient reserves.
3. Any issue or potential event that may have a material bearing on your financial condition, solvency or credit worthiness of the organization. These should include any material contingent liabilities or uninsured potential losses.
4. If you or your parent company is publicly traded, a copy of the most recent annual report and SEC forms 10(k) and 10(Q). These must include audited financial statements for at least the past three (3) years.
5. If you are not publicly traded, copies of audited financial statements for the last three (3) years.
6. A compliance program for all federal programs (Medicare and Medicaid) and third party payer billing. You must identify your program, methods, documentation guidelines and implementation procedures. You must also identify your compliance officer and detail policies related to reporting and resolution of compliance issues.
7. Identify the automated program for billing Medicare and Medicaid electronically.
8. Identify and describe the circumstances of any bankruptcy filings involving your organization within the past five (5) years.

8. Independent Contractor Agreement
By submitting a proposal in response to this request for proposal, each proposer agrees that if selected, the proposer will enter into an Agreement with the City of Springfield and the City of Eugene in a form substantially similar to Attachment 2. Each proposer submitting a proposal specifically and expressly agrees that the following provisions will be included in the agreement awarded as a result of this request for proposal.
a. **Oregon Revised Statutes, Chapter 279 Provisions**

i. Provider shall make payment promptly, as due, to all persons supplying to the provider labor or material for the prosecution of the work provided for in the agreement.

ii. Provider shall not permit any lien or claim to be filed or prosecuted against the City of Springfield, on account of any labor or material furnished.

iii. Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

iv. Provider shall demonstrate that an employee drug testing program, acceptable to the City, is in place.

v. Provider’s employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

vi. Provider shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees, of all sums which provider agrees to pay for such services and all moneys and sums which provider collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

b. **Liquidated Damages.**

The parties agree that the failure to comply with performance requirements will result in damages to the City and that determining actual damages caused by some failures would be difficult or impractical. Therefore, the parties agree that the liquidated damages contained herein are not a penalty but are reasonable estimates of actual damages that will occur. Assessment and collection of liquidated damages does not limit the City’s rights or ability to exercise any other remedy provided in this Agreement or in law or equity. The following liquidated damages may be adjusted annually for CPI-Portland on an annual basis.

c. **Start-Up and Zonal Response Times**

i. **Start-Up**

   Damages in the amount of Five Hundred Dollars ($500) per day for each day after the agreed start date will accrue.

ii. **Zonal Response Times Requirement Damages**

   Damages for failure to meet zone monthly response time requirements will accrue as follows:
Zone % Compliance for Non-Emergency Transfers

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<th>Fine per month</th>
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<tr>
<td>&lt;80%</td>
<td>$2,000</td>
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d. Equipment and Supplies

If provider’s unit fails to have the minimum equipment and supplies required by the City on any call where such equipment or supplies are required, damages in the amount of Five Hundred Dollars ($500) will be incurred.

e. Mechanical Failures

Damages of Five Hundred Dollars ($500) will be incurred for each preventable mechanical failure occurring while responding to or transport of patient(s) from any call. The City has the sole discretion to determine whether a failure is preventable.

f. Ambulance Staffing

Failure to staff any ambulance responding to any call according to the provisions set forth in section 4.k.iii will result in damages of Seven Hundred and Fifty Dollars ($750) per incident.

g. Data Information and Reporting

Failure to disclose financial, response, or patient information as required in the contract will result in damages of Five Hundred Dollars ($500) per request.

h. Supporting Documents and Order of Precedence

The following documents are, by this reference, expressly incorporated in the Agreement, and are collectively referred to as the "Supporting Documents":

i. The City's Request for Proposals (or other document, however named, which constitutes the City's written request or invitation to submit proposals), together with any documents incorporated by reference therein.

ii. The City's Letter of Award (or other written document accepting provider's Proposal with any modifications or clarifications).

iii. The provider's written Proposal (or other written response to the City's
invitation, as accepted by the City).

The Agreement and the Supporting Documents shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of the agreement itself shall control over any conflicting provisions in any of the Supporting Documents.

i. “Lame Duck” Provisions

Should the provider fail to participate or prevail in a future procurement cycle, the provider will agree to continue to provide all services required in and under the agreement until a new provider assumes service responsibilities. Under these circumstances, the provider will, for a period of several months, serve as a lame duck provider. To assure continued performance fully consistent with the requirements of the agreement through any such period, the following provisions will apply:

i. The provider will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent agreement to a competing organization, including but not limited to compliance with the provisions related to the qualifications of key personnel.

ii. The provider will make no changes in methods of operation, which could reasonably be considered to be aimed at cutting services, and operating cost to maximize profits during the final stages of the agreement.

iii. The City recognizes that if a competing organization should prevail in a future procurement cycle, the provider may reasonably begin to prepare for transition of the service to a new provider. The City will not unreasonably withhold its approval of the provider’s request to begin an orderly transition process, including reasonable plans to relocate staff, scale-down certain inventory items, etc. as long as such transition activity does not impair the provider’s performance during this period.

iv. During the process of subsequent competition conducted by the City, the provider will permit its non-management personnel reasonable opportunities to discuss with competing organizations, issues related to employment with such organizations in the event the provider is not the successful proposer. The provider may, however, require that its non-management personnel refrain from providing information to a competing organization regarding the provider’s current operations and the provider may also prohibit its management personnel from communicating with representatives of competing organizations during the competition. However, once the City has made its decision regarding award, and in the event that the provider is not the winner, the provider will permit free discussion between provider’s employees and the winning proposer without restriction, and without consequence to the employee.
j. Prohibition of Competition

The provider upon execution of the agreement expressly waives the right to bid, propose or otherwise compete against the City for any ambulance transport services during the term of the agreement. In the event the agreement is terminated for any reason, the provider also expressly waives the right to bid, propose, request or otherwise compete against the City for any Ambulance Service Area or ambulance transport services for a period of not less than two (2) years.

k. Payment of Taxes

The provider shall assume and pay all applicable State, Federal, and Municipal taxes and contributions which are payable by virtue of the performance of this agreement. The City shall not be responsible for any taxes and will provide its tax exempt identification number upon request.

l. HIPAA Compliance

The City and provider will be compliant with all current and future HIPAA rules and regulations implemented. The City and provider will enter into HIPAA Business Associate Agreements which will be in effect throughout the terms of the agreement.

m. Identity Theft Protection Program

The City and provider will be compliant with the Oregon Identity Theft Protection Act of 2007 (ORS 646A.600). In order to comply, the provider shall maintain a program with appropriate policies designed to detect, prevent and mitigate identity theft.
ATTACHMENT 2
Sample Contract

CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT
(Type 3: For Personal Services Contracts Requiring Professional Liability Insurance)
Contract #

Dated:

Parties: The City of Springfield                                   (“CITY”)
A municipal corporation in the State of Oregon
225 Fifth Street
Springfield, Oregon 97477

and

(“Independent Contractor”)

Additional Independent Contractor Information:

A. Type of Entity:     □ Sole Proprietorship  □ Partners  □ Limited Liability Company  □ Corporation
B. Address:            
C. Telephone:          
D. Fax No:             
E. SSN or Fed. I.D. No: 
F. Professional License(s) No: 
G. Oregon Agency Issuing License:  
H. Foreign Contractor     □ Yes  □ No
(Foreign means not domiciled in or registered to do business in Oregon) See Exhibit B (11).

CITY Account Number(s) To Be Charged (Include Percentages):

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<tr>
<th>Account Number</th>
<th>Percentage</th>
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In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

1. Payment by CITY. CITY agrees to pay some of the cost of write-downs associated with medically necessary transports of Springfield FireMed members, not to exceed $12,000 annually. The provider agrees to invoice the City monthly for these costs. Each invoice is to include call date, invoice amount, insurance company billed, payments received, and write-down amount.
2. **Contractor Payments to CITY.** Provider shall make a payment of Thirty-seven dollars and 80/100 ($37.80) per call for Fiscal Year 2015 to cover part of the costs associated with the City’s transferring and dispatching calls for service by 9-1-1 Central Lane Communications to Provider. City of Eugene shall submit a monthly invoice for dispatch services, whereby Contractor shall have 30 days to submit payment for services rendered.

3. **Invoice.** Invoice to be sent to: Accounts Payable - City of Springfield, 225 5th Street, Springfield, OR 97477 or email to accountspayable@springfield-or.gov. Invoice will be paid on net 30 day terms upon City acceptance of goods delivered, work or services performed. The invoice must reference this contract #1305.

4. **Services to be Performed by Independent Contractor.** Independent Contractor shall perform the services described on Attachment 1.

5. **Term.** This Agreement is effective as of the date first set forth above and shall continue until January 31, 2018, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties. The Agreement may be amended annually, to extend the term stated herein, for not more than two (2) successive one-year periods, upon mutual agreement of the parties. In negotiating any extension CITY shall consider the requirements of SMC Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Common Council.

6. **Sourcing.** This contract was awarded pursuant to the City’s RFP #1305 Non-Emergent Ambulance Transport Service issued November 3, 2014.

7. **First Point of Contact.**
   - **Independent Contractor:** [insert name, ph# and email address]
   - **CITY:** JoAnna Kamppi, EMS Battalion Chief, 541-682-7104, JoAnna.L.Kamppi@ci.eugene.or.us

8. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an “Independent Contractor” as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit “A” attached hereto and incorporated herein by this reference.

9. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits “A” and “B” attached hereto and incorporated herein by this reference.
10. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.

11. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.

12. **Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.

13. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.

14. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.

15. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor’s normal charge for the type of services provided.

16. **Indemnification and Hold Harmless.** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Independent Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 17 below shall not negate Independent Contractor’s obligations in this paragraph.
17. Insurance.

17.1. General Insurance. The Independent Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than $2,000,000 per occurrence and $3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a “per project” Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than $1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor’s agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Independent contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY’S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent contractor agrees that the limits regarding liability insurance set forth in this Section17.1 will be modified to conform to such limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

17.2. Professional Liability. Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, with a limit not less than $2,000,000, approved by the City’s Risk Manager as to terms, conditions and limits.

17.3. Workers’ Compensation. Independent Contractor shall provide and maintain workers’ compensation coverage for its employees, officers, agents, or partners, as required by applicable workers’ compensation laws. If Independent Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for the exemption shall be provided to the City.

17.4. Evidence of Insurance Coverage. Evidence of the required insurance coverage issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

17.5. Notice of Cancellation or Material Change in Coverage. The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor’s
responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. _______(Contractor initials)

17.6. **Equipment and Material.** The Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

17.7. **Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers’ compensation insurance with coverage’s equivalent to those required of the general contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

17.8. **Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City’s Risk Manager.

18. **Bonding.** The Independent Contractor shall file with the CITY at the time of execution of this Agreement, a Performance issued by a Bonding Company acceptable to the CITY in the amount of $200,000.

19. **Liquidated Damages.** The parties agree that the failure to comply with performance requirements will result in damages to the City and that determining actual damages caused by some failures would be difficult or impractical. Therefore, the parties agree that the liquidated damages contained herein are not a penalty but are reasonable estimates of actual damages that will occur. Assessment and collection of liquidated damages does not limit the City’s rights or ability to exercise any other remedy provided in this Agreement or in law or equity. The following liquidated damages may be adjusted annually for CPI-Portland on an annual basis.

19.1. **Start-Up and Zonal Response Times**

   i. **Start-Up**

      Damages in the amount of Five Hundred Dollars ($500) per day for each day after the agreed start date will accrue.

   ii. **Zonal Response Times Requirement Damages**

      Damages for failure to meet zone monthly response time requirements will accrue as follows:

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19.2. **Equipment and Supplies**
If provider’s unit fails to have the minimum equipment and supplies required by the City on any call where such equipment or supplies are required, damages in the amount of Five Hundred Dollars ($500) will be incurred.

19.3. **Mechanical Failures**
Damages of Five Hundred Dollars ($500) will be incurred for each preventable mechanical failure occurring while responding to or transport of patient(s) from any call. The City has the sole discretion to determine whether a failure is preventable.

19.4. **Ambulance Staffing**
Failure to staff any ambulance responding to any call according to the provisions set forth in RFP#1305 section 4.k.iii will result in damages of Seven Hundred and Fifty Dollars ($750) per incident.

19.5. **Data Information and Reporting**
Failure to disclose financial, response, or patient information as required in the contract will result in damages of Five Hundred Dollars ($500) per request.

20. **“Lame Duck” Provisions**
Should the provider fail to participate or prevail in a future procurement cycle, the provider will agree to continue to provide all services required in and under the agreement until a new provider assumes service responsibilities. Under these circumstances, the provider will, for a period of several months, serve as a lame duck provider. To assure continued performance fully consistent with the requirements of the agreement through any such period, the following provisions will apply:

20.1. The provider will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent agreement to a competing organization, including but not limited to compliance with the provisions related to the qualifications of key personnel.

20.2. The provider will make no changes in methods of operation, which could reasonably be considered to be aimed at cutting services, and operating cost to maximize profits during the final stages of the agreement.

20.3. The City recognizes that if a competing organization should prevail in a future procurement cycle, the provider may reasonably begin to prepare for transition of the service to a new provider. The City will not unreasonably withhold its approval of the provider’s request to begin an orderly transition process, including reasonable plans to relocate staff, scale-down certain inventory items, etc. as long as such transition activity does not impair the provider’s performance during this period.

20.4. During the process of subsequent competition conducted by the City, the provider will permit its non-management personnel reasonable opportunities to discuss with
competing organizations, issues related to employment with such organizations in the event the provider is not the successful proposer. The provider may, however, require that its non-management personnel refrain from providing information to a competing organization regarding the provider’s current operations and the provider may also prohibit its management personnel from communicating with representatives of competing organizations during the competition. However, once the City has made its decision regarding award, and in the event that the provider is not the winner, the provider will permit free discussion between provider’s employees and the winning proposer without restriction, and without consequence to the employee.

21. Termination. The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor’s work and payment therefore by CITY.

22. Rights In Data. All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor’s possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.

23. Confidentiality. During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.

24. Assignment/Subcontract. Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transforee or subcontractor shall be considered the agent of Independent Contractor. Independent
Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

25. Successors In Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

26. Compliance With All Government Regulations. Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.

27. Attorney Fees. In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

28. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party’s reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.

29. Assistance Regarding Patent And Copyright Infringement. In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney’s fees in connection with such claim or suit.

30. Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

31. Access To Records. CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

32. Waiver. Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
33. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

34. Nondiscrimination. Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

35. Dual Payment. Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.

36. Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon, County of Lane.

37. Entire Agreement. This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the date first set forth above.

CITY OF SPRINGFIELD:

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

INDEPENDENT CONTRACTOR:

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________
EXHIBIT “A”

CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT

Independent Contractor Status

All performance of any labor or services required to be performed by Independent Contractor shall be performed in accordance with the standards set forth in ORS 670.600 (2005), and as follows:

A person is customarily engaged in an independently established business if any three of the following six requirements are met:

1. The person maintains a business location:
   a. That is separate from the business or work location of the person for whom the services are provided; or,
   b. That is in a portion of the person’s residence and that portion is used primarily for the business.

2. The person bears the risk of loss related to the business or the provision of services as shown by factors such as:
   a. The person enters into fixed-price contracts;
   b. The person is required to correct defective work;
   c. The person warrants the services provided; or,
   d. The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.

4. The person provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

5. The person makes a significant investment in the business, through means such as:
   a. Purchasing tools or equipment necessary to provide the services;
   b. Paying for the premises or facilities where the services are provided; or
   c. Paying for licenses, certificates or specialized training required to provide the services.

6. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.
EXHIBIT “B”

City of Springfield
Public Contracts
Conformance with Oregon Public Contractors Laws

Pursuant to Oregon law, every public contract shall contain the following conditions:

1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)

2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).

3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).

4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).

5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.

6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.

7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
   a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
   b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
   c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).

8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).

9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

If this agreement is for a public improvement, the contract shall contain the following conditions:

10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).

11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).

12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).

13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).

14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).
15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.

16) The payment of a claim does not relieve the contactor or the contractor’s surety from obligation with respect to any unpaid claims. ORS 279C.515(4).

17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:

   a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
   b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
   c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).

18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).

19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5).

20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebids visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279C.525(3) without written direction from the contracting agency. ORS 279C.525.

21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.

22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

If this agreement is for demolition, the contract shall also contain the following conditions:

23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)
ATTACHMENT 1 to contract

Proposer’s RFP #1305 Response
SAMPLE SERVICES CONTRACT

BETWEEN: The City of Eugene, an Oregon Municipal Corporation (City)

AND: XXXXXXXXXXXXXXXXXXXXXXXXXXXXX (Contractor)

CONTRACT NO.: 2015 - XXXXXX

EFFECTIVE DATE: __XXXX__

RECITALS

A. City desires to enter into a contract with Contractor to purchase the services described in this contract and Contractor is willing to provide such services on the terms and conditions set forth herein and in the following exhibits:

   Exhibit A - City of Eugene Standard Contract Provisions Exhibit B - Scope of Services (Not Included in this Sample)

C. The contract described herein was awarded under a cooperative agreement pursuant to the City of Springfield’s RFP #1305 Non-Emergent Ambulance Transport Services.

AGREEMENT

1. Services to be Provided: Contractor agrees to provide the following services (the "Service"):

   1.1 The statement of the Scope of Service is contained in the attached Exhibit B.

   Term: The agreement term shall be for a three (3) year period, unless terminated as provided herein. The City is not required to extend the agreement for any reason. However, if the City determines in its sole discretion that it is in its best interest to do so, it may elect to extend the agreement for up to two (2) additional one (1) year periods following the initial three year period, subject to the following conditions:

   A. The agreement will not be extended if the provider's service has been determined by the City, in the City’s sole discretion, to be unsatisfactory in any respect.

   B. The provider must agree, in writing, to extend the agreement after a minimum thirty (30) calendar days’ notice by the City prior to the expiration of the agreement.
2. **Contractor’s Representations and Warranties:** Contractor makes the following representations and warranties to City:

2.1 Contractor and Contractor’s personnel are and will at all times hereunder be fully qualified by all necessary education, training, experience, licensure and certification to perform the Services.

2.2 As of the date of execution hereof, there are no claims or suits or proceedings, or threats thereof, seeking to enjoin the execution of the Contract by Contractor or the effect of which could prevent Contractor from performing or having the authority to perform the Services.

2.3 Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which Contractor is bound or to which Contractor or any of its personnel who will perform the Services are subject.

2.4 Contractor will execute and deliver a good and sufficient performance bond in a sum equal to Two Hundred Thousand Dollars ($200,000.00), for the faithful performance of its obligations. The Performance Bond shall be renewable annually for the life of the Contract.

3. **Services:**

3.1. Commencement. Contractor shall begin to provide the Services as stated in Exhibit B.

3.2. Key Personnel. Contractor has agreed that certain key personnel shall be assigned to perform certain parts of the Services, as described in Exhibit B. Removal of these key personnel from the specified tasks without the prior approval of City will be a material breach of the Contract.

4. **Termination:**

4.1 **Termination without Cause**
The City may, at any time, terminate the agreement without cause upon one hundred and eighty (180) calendar days advanced written notice to the provider.

4.2 **Breach of Contract (Cure Period Allowed)**
In the event the provider fails to fulfill any of its obligations under this agreement, the City shall have the right to establish a cure period of up to thirty (30) days to allow the provider time to make corrective action. The cure period will commence upon the City giving written notice, setting forth with reasonable specificity the nature of the problem or breach. Within the time established by the City in the notice, the provider must either cure the problem or provide evidence to the reasonable satisfaction of the City that cause does not exist. The cure period process will include the following elements.

- Within five (5) calendar days of receipt of notice, the provider will deliver to the City, in writing, a plan to cure the breach.
- A status report will be provided, in writing, every five (5) calendar days until the breach is cured.
If provider fails to correct such breach within the cure period (such failure to be determined by the sole discretion of the City), or the provider fails to deliver the plan, or status reports to the City in a timely manner, the City shall have cause to terminate the agreement. In addition, three (3) or more cure notices in any one year shall constitute cause for immediate termination of this Agreement.

4.3 Termination for Cause:

4.3.1 When Public Health or Safety is an Issue. The City may choose NOT to allow a cure period for corrective action under this Agreement in cases where the public health or safety is an issue. The parties agree that public health or safety issues include, but are not limited to, the following:

- Failure of the provider to operate the service in a manner which enables the City to remain in compliance with federal or state laws, rules or regulations, and with the requirements of the City's ASAs.
- Providing false information to the City during or subsequent to this procurement process.
- Creating patient responses or transports so as to artificially inflate run volumes.
- Failing to create, submit or maintain required data or reports.
- Excessive and unauthorized scaling down of operations to the detriment of performance during a “lame duck” period.
- Failure of the provider’s employees to conduct themselves in a professional and courteous manner and present a professional appearance.
- Failure of the provider to maintain equipment in accordance with manufacturer recommended maintenance procedures.
- Failure of the provider to cooperate with and assist the City after notice to cure has been given.
- Acceptance by the provider or provider’s employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the provider or provider’s employees could be reasonably construed as a violation of federal, state or local law.
- Payment by the provider or any of the provider’s employees of any bribe, kickback or consideration of any kind to any federal, state or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, state or local law.
- Failure of the provider to meet any medical standard of care as established by the City or provider’s physician advisor.
- Failure of the provider to maintain required insurance.
- Failure of the provider to meet response time requirements three or more times in any one year.
- Failure to maintain the required performance security.
- Failure to comply with any federal, state and local laws, regulations, rules or procedures applicable to the provision of ambulance services.
- Any other failure of performance required in accordance with the agreement and which is determined by the City to constitute a default or endangerment to public
health and safety.

4.3.2 In the event of ASA termination. The City may immediately terminate the agreement anytime if all or any portion of the ASAs assigned to the City by Lane County is terminated or assigned to another ambulance provider.

5. Disputed Findings: The provider will not be prohibited from disputing any findings of cause through litigation. However, any such litigation may not delay in any way the immediate transfer of operations to the City. Such dispute by the provider will not delay the City’s access to funds made available by the performance security. These provisions will be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety.

The provider’s cooperation with the City’s termination of the agreement, as well as the provider’s immediate release of performance security funds to the City will not be construed as acceptance by the provider of the finding of cause. Failure on the part of the provider to cooperate fully with the City to effect a smooth and safe transition shall itself constitute a breach of contract.

6. Indemnification: Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of the acts, errors or omissions, whether alleged or actual, of Contractor, its subcontractors, agents and employees in performing or failing to perform the Services, failing to strictly comply with any provision of the Contract or any other actions or failures to act by Contractor and Contractor’s employees, agents, and subcontractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractor’s sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. City shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.

7. Insurance: Contractor shall have and maintain the insurance policies specified below. Each policy of insurance shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the Services. The adequacy of all insurance policies for compliance with this Section shall be subject to approval by City’s Risk Manager. Failure to maintain any insurance coverage required by the Contract shall be cause for immediate termination of the Contract by City.

Unless otherwise specified, each policy shall be written on an “occurrence” form with an admitted insurance carrier licensed to do business in the state of Oregon; and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, non-renewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require that Contractor increase the coverage limits of all liability policies by the amount of the increase in the statutory limit.

7.1 Commercial General Liability: Contractor shall maintain a broad form commercial general liability insurance policy reflecting limits of not less than $2,000,000 combined single limit per occurrence, with an annual aggregate of $3,000,000 for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor’s indemnification obligations under this contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by
Contractor's breach of policy provisions.

7.2 **Workers’ Compensation Insurance:** Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law. Contractor is a subject employer that will comply with ORS 656.017.

7.3 **Automobile Liability:** Contractor shall maintain an automobile liability insurance policy reflecting limits of not less than $2,000,000 combined single limit per occurrence for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.

7.4 **Professional Liability:** Contractor shall maintain a professional liability insurance policy reflecting limits of not less than $2,000,000 for claims for professional acts, errors or omissions arising from the Work. The policy may be written on a “claims made” form. The policy shall contain an endorsement entitling the City not less than 60 days prior written notice of any materials change, nonrenewal or cancellation of such policy. Contractor shall maintain the professional liability insurance coverage for at least one year after completion of the Work.

8. **Subcontracting:** Contractor was selected for its special knowledge, skills and expertise, and shall not subcontract the Services, in whole or in part.

9. **Assignment:** Neither party shall assign this contract, in whole or in part, or any right or obligation hereunder, without the other party's prior written approval.

10. **Compliance with Laws:** Contractor shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services, including all applicable provisions of Exhibit A.

11. **Notices:** Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for telephonic transmission (“FAX”) are set forth below, notices may be delivered by FAX. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by FAX will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the Contract, required notices must be signed by the person designated to receive notices, or that person’s designee or attorney.

Contractor: XXXXX
XXXXX
XXXXX
XXXXX

City: JoAnna Kamppi, EMS Chief
Each party shall notify the other of any change in the name, address or FAX instructions to be used for delivery of notices.

12. Dispute Resolution:

12.1 Continued Performance: Unless the Contract is terminated, neither party shall suspend performance of its obligation hereunder pending the resolution of a dispute.

12.2 Negotiation/Mediation: The parties shall attempt to resolve all disputes by negotiation and voluntary mediation. The parties shall share equally in all common costs of mediation.

12.3 Litigation/Arbitration: Litigation of a claim that cannot be resolved by negotiation or voluntary mediation shall be initiated by filing a complaint in the Lane County Circuit Court that contains a stipulation to arbitration under ORS 36.410. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules and the Lane County Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses and attorney fees in obtaining and enforcing the order.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of contract interpretation.

12.4 Construction of Contract: This Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by agreement, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

12.5 Forum: Any litigation between the City and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Lane County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Eugene Division. In no event shall this Subsection be construed as a waiver by the City of Eugene of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.
12.6 **Attorney’s Fees:** If any suit, action, arbitration or other proceeding is instituted upon this Contract or to enforce creditor’s rights or otherwise pursue, defend or litigate issues related to or peculiar to federal bankruptcy law (including, but not limited to, efforts to obtain relief from an automatic stay), or any other controversy arises from this Contract the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorneys’ fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding. The award of costs and expenses after trial de novo following arbitration under ORS 36.400 et seq. shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

13. **Integration:** The Contract embodies the entire agreement of the parties concerning the Services. There are no promises, terms, conditions or obligations other than those contained herein. The Contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. The Contract shall not be amended except in writing, signed by both parties.

14. **Survival:** Any duty, liability or obligation of a party which arises under this Contract, including without limitation, obligations with respect to indemnification, shall survive the termination or expiration of this Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.

15. **No Third-Party Beneficiaries:** There are no third-party beneficiaries of this Contract. The parties agree and intend that this Contract shall be enforceable only by the parties and their duly authorized representatives.

In witness whereof, the parties have, through their duly authorized representatives, have executed this Agreement on the dates set forth below.

City of Eugene

By: ___________________________ Date: ___________________________

Jon R. Ruiz, City Manager

Certification of Signatory: If Contractor is other than one or more individuals who have signed below, the individual(s) signing on behalf of Contractor certifies and swears under penalty of perjury and warrants to City that: (a) the full legal name and status of Contractor are as set forth in the caption to this Agreement, and (b) s/he is authorized to execute and deliver this Agreement to City of behalf of, and as the act of Contractor.

By: ___________________________ Date: ___________________________

Name: ___________________________

Title: ___________________________
The following provisions, if applicable, are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625)

1.1 During the performance of this contract, the Contractor agrees as follows:

   (a) The Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual’s race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer’s business.

   (b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

   (c) The Contractor and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.

1.2 The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with paragraph 1.1 above.

1.3 If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of paragraphs 1.1 or 1.2, a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of paragraphs 1.1 and 1.2.

2. ORS 279A.120 Nonresident Contractors.

2.1 As used in this section, “nonresident contractor” means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a “resident bidder” under ORS 279A.120.

2.2 If the Contractor is a nonresident contractor and the contract price exceeds $10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.

3. ORS 279B.220 Conditions concerning payment, contributions, liens, withholding. The Contractor shall:

   (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

   (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

   (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

4. **ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.** If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

5. **ORS 279B.230 Condition concerning payment for medical care and providing workers’ compensation.**

   5.1 The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

   5.2 All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6. **ORS 279B.235 Condition concerning hours of labor.** The contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

7. **ORS 279B.240 Exclusion of recycled oils prohibited.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

8. **ORS 279A.110 Discrimination in subcontracting prohibited; remedies.**

   8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

   8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 8.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.
ATTACHMENT 3
City of Springfield, Oregon - Performance Bond

Bond No. ________________

KNOW ALL MEN BY THESE PRESENTS, That ________________ (insert supplier name), as Principal, and ________________ (insert Surety name), as Surety, are held and firmly bound unto the City of Springfield, Oregon, as Obligee, in the penal amount of Two Hundred Thousand and No/100 Dollars, ($200,000.00), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents for actual monetary loss incurred by the Obligee.

WHEREAS, Principal is required by written agreement to provide this bond to insure ambulance service within Lane County Oregon Ambulance Service Area #5 as described in Lane County Code, Chapter 18.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform the terms of the agreement then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the term of this bond shall be for the period from Feb 1, 2015, through January 31, 2018, and any annual extensions of this bond shall be executed via Certificate of Continuation. Regardless of the number of extensions of this bond the aggregate liability of the Surety is limited to the penal amount and shall not be cumulative. Any and all claims by the Obligee shall be paid by the Surety on the basis of actual costs incurred by the Obligee pertaining to a material breach of the terms of the agreement. The Obligee, with the acceptance of this bond, acknowledges that the provisions and conditions of this bond are specifically incorporated into the agreement.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee. Any suit under this bond must be instituted before the expiration of two (2) years from the date of any violation of the contract unless such limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Signed and sealed on Dec __________.

______________________________ ___________________________________
Supplier Name Surety Name

By: ___________________________ By:_____________________________
___________________, Attorney-in-fact

Print Name: _____________________ Print Name:__________________________
Attachment 4

Authorization to Legally Bind Bidder

The person executing this Bid and the instruments referred to herein on behalf of the Bidder has the legal power, right, and actual authority to submit this Bid, and to bind the Bidder to the terms and conditions of this Bid.

___________________________________________  _________
(Signature of person authorized to bind Bidder)      Dated

____________________________________________________
Print Name of Person signing as authorized to bind Bidder

____________________________________________________
Title of Person signing as authorized to bind Bidder

____________________________________________________
Firm Name      Phone

____________________________________________________
Address       Fax

____________________________________________________
City, State, Zip      email address
Minority, Women, and Emerging Small Business/Disadvantaged Business Enterprise

The City of Springfield is seeking information on the various business entities that submit bids and proposals for working with the Department. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business and construction communities. The Department does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the Department will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

Prime Bidder/Proposer: ____________________________

Business Name: ____________________________

Contact Person: ____________________________

CCB#/PE#/Other Registration: ____________________________

Business Address: ____________________________

Business Phone: ____________________________

Please check each box indicating the business certification type that your firm has with the State of Oregon or the federal government, if any:

- [ ] Oregon Minority-owned Business
- [ ] Oregon Woman-owned Business
- [ ] Oregon Emerging Small Business
- [ ] Federal Disadvantaged Business Enterprise (DBE)

First Tier Sub-contractors:
For each First Tier Subcontractor, provide the same information, using additional sheets as necessary: