

IMPORTANT NOTICE!!

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

Jayne McMahan jmcmahan@springfield-or.gov

Information to be provided:

“RFP#1614 Critical Care AmbulanceTransport Services” in
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 Vendor to refer daily to the City of Springfield – Purchasing/Contracts website to check for any available addendum to current opportunities, cancellations or intents to award posted there.



**City of Springfield
Fire and Life Safety Department**

RFP # 1614

**REQUEST FOR
PROPOSALS**

FOR

**Critical Care
Ambulance Transport Services**

April 6, 2016

**CITY OF SPRINGFIELD
OREGON**

**Request for Proposal #1614
Fire & Life Safety Department
Critical Care 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 9th of May, 2016 and opened at 2:00 p.m. local time the same day, for proposals regarding Critical Care Ambulance Transports. Sealed bids must be marked “**RFP #1614 Critical Care 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 #1614 Critical Care 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 Proposal 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: April 6, 2016
Daily Journal of Commerce April 6, 2016

I. Proposal Overview

The City seeks qualified proposers to provide critical care ambulance transportation services, originating at a hospital, within the ambulance service area assigned to the City of Springfield under the Lane County Ambulance Service Area Plan, all 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 Springfield and Eugene, Oregon are seeking to establish agreements with a qualified provider for critical care 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 1,680 square miles, serving a population of 273,717.

The City of Springfield intends to enter into a contractual agreement with the successful Proposer for critical care ambulance transport services as specified herein. The City of Eugene intends to enter into a co-operative contract for the same services. Either city may expand the role of the successful provider during the contract period. Any change 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 July 1, 2016 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 air and ground ambulance inter-facility critical care 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 Critical Care Ambulance Transport Services for organizations for whom you have provided similar services within the last two years. Include at least one organization to which critical care ambulance transports via air have been provided. 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 state acceptance of terms and conditions.
8. **Attachment #3** – Performance Bond – in your cover letter state acceptance of terms and conditions.
9. **Signed Attachment #4** – Authorization to Legally Bind Bidder
10. **Signed Attachment #5** – Minority Women Emerging Small Business Form (MWESB)
11. **Attachment #6** – FireMed Terms and Conditions (for reference only).

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

Criteria	Possible Points
Conformity of submitted proposal to this RFP	5
References from at least 3 recent customers within the past 2 years	5
Deployment Plan & Strategies - Attachment 1 - Section 4(b)	25
Personnel, Clinical Standards & Medical Direction - Attachment 1 Section 4(f-g)	40
Quality Improvement, Performance and Audit Programs - Attachment 1 Section 5	10
Experience and qualifications in Providing Critical Care Transports via Air and Ground	40
Total	125
Oral Presentation for selected firms (if any)	20
Grand Total	145

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 Experience and Qualifications.

V. Schedule For Selection Process

Proposals Advertised	April 6, 2016
RFP Available	April 6, 2016
Requests for Clarification Due	April 29, 2016
City's Response to Clarification Requests Due	May 3, 2016
Proposals Due /Opening	May 9, 2016 2pm Local Time
Interviews (if necessary)	May 24, 2016 (Approximate)
Notice of Intent to Award	May 26, 2016 (Approximate)
Contract Awarded	June 20, 2016 (Approximate)

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 #1614 - Critical Care Ambulance Transport Services**" and contained in a sealed envelope or box shall be received no later than 2:00 PM local time, May 9, 2016 at the following address:

City of Springfield
Finance Services
Attention: Jayne McMahan, Procurement and Contract Manager
225 Fifth Street

Springfield, Oregon 97477

Proposals will be opened on May 9, 2016 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 May 9, 2016 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 July 1, 2016 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 **May 3, 2016**.

XIII. Request for Clarification

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 **May 3, 2016**.

The City will review the request and notify the prospective Proposer of the decision in writing by **May 9, 2016**. To the extent possible, the City will notify other prospective Proposers of any changes 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
CRITICAL CARE 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.

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, 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 257 line fire and emergency medical service personnel, organized into four functional divisions: Operations; Strategic Services, 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

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

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 1,700 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.
- ii. Oregon State Ambulance Association
- iii. Oregon Fire Chief's Association – EMS Section

e. Critical Care Transports (CCT)

- i. **Definition.** As defined by the Standing Medical Orders and Treatment Protocols under which the Cities of Springfield and Eugene operate, a CCT is defined as follows:
 - Applies to inter-hospital transfers of critical patients that have a time-sensitive condition that need to be transported immediately, and where out-of-hospital time should be minimized
 - Requires a Paramedic and a Registered Nurse certified in medical and trauma critical care that may:
 - Start/maintain saline drip
 - Provide advanced airway management to the following patients:
 - Intubated patients
 - Respiratory distress patients that may require emergency CPAP/BiPAP
 - Patients on ventilator
 - Medications
 - Administer and maintain med drips and may bolus meds beyond Eugene Springfield Fire protocols/standing orders
 - Cardiac patients:
 - Stable/unstable rhythms
 - ST Segment STEMI
 - Active chest pain with ongoing dynamic ECG changes
 - Potential need for manual defibrillation
 - Patients requiring cardiovent
 - Patients requiring external pacing and/or external pacing already in place
 - OB Transfers (stable/unstable)
 - Acute high risk labor/delivery may be imminent
- ii. **Transport options.** The mode of transport of a critical care patient depends on a variety of factors (weather, equipment availability, etc.) and may be done by ground or air. Eugene Springfield Fire supports the mode of transportation best for the patient. Air ambulance will be preferred over long distance ground transport, if available, or in cases where best for the patient.

f. 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 honor and fulfill the FireMed contract obligations for those patients needing medically necessary transport. See Attachment #6.

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. Frequency of Calls

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 28,000 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, incrementally, created a tiered response system within ASA#4 & #5. Utilizing contracted providers to supply specific parts of the response system maximizes the available time for Eugene Springfield resources to be available for in-district emergency calls and other duties.

The department currently responds to approximately 31 medical incidents each 24-hour period. All engine companies are fully qualified paramedics, and outfitted with a complete inventory of advanced life support equipment, providing the City and its protection districts with consistent paramedic first response capability on all incidents.

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

	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>
<u>Springfield</u>	<u>7035</u>	<u>7658</u>	<u>8069</u>
<u>Daily Avg.</u>	19.27	21	22.1
<u>Eugene</u>	9764	10,374	12,035
<u>Daily Avg.</u>	26.75	28.42	33

c. Distribution of Calls

Calls for service are not distributed uniformly throughout a 24-hour period. The vast majority of calls for service are received between the hours of 0700-1900 each day, with slight variations by day of the week. Critical care transports may occur any hour of the day or night, depending on the needs of the facilities and their critical patients.

d. Medic Units (Ambulances)

The department currently deploys six 24-hour dual-role (firefighter/paramedic) Type I ambulances, 3 in Springfield, 3 in Eugene, staffed with at least one Paramedics. Additionally, Eugene operates a peak hour unit daily. 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 Fire’s system is the treatment and transport of the sick and injured patients within county-designated ambulance service areas. 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.

e. Expected Critical Care Transport Call Volume

Critical care transports have been a contracted service in Eugene Springfield Fire for several years, as critical care is beyond the scope of practice for Eugene Springfield Fire Paramedics. The expected volume of inter-facility critical care transport calls is difficult to predict. Historical data suggests that for Springfield 3-5 CCT calls per month, and for Eugene 1-2 CCT per month may be a reasonable expectation.

3. General Qualifications and Requirements

a. General Qualifications

1. The proposer shall have a minimum of ten (10) years’ experience providing ground or air ambulance transport services, serving a population of at least 50,000. Preference will be given to proposer’s who have experience in air and ground critical care transports with significant resources in place, or will be in

place at commencement of contract, in the Eugene/Springfield metro area. Document experience and resources in your proposal.

b. General Requirements

i. Performance Security

The successful proposer must execute and deliver a good and sufficient performance bond in a sum equal to One Hundred Thousand Dollars (\$100,000.00), for the faithful performance of its obligations. In lieu of a surety bond, the City 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 Attachment 3.

ii. Equal Opportunity

It is the policy of the City 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 City 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 – Sample Contract, Section 13 – Insurance of the RFP, 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 and prior to beginning work under the agreement.

4. Performance Requirements

a. System Integration

i. Scope of Services Generally

The provider shall provide Critical Care Transport (CCT) services from the three hospitals within Ambulance Service Areas 4 & 5 (ASA #4 & 5) assigned to the City of Springfield and the City of Eugene under the Lane County Area Service Plan. The provider's responsibilities will include being available for air or ground ambulance transport services for CCT seven (7) days per week, twenty-four (24) hours each day. The medically appropriate level of service must be provided without regard to the patient's status or ability to pay costs.

ii. Start-Up

The successful provider will begin operations on or about July 1, 2016. As part of the proposal, the proposer shall outline the earliest start date available.

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. A description of 24-hour system status management strategies to deploy or redeploy resources to meet hospital requirements.
 - b. A description of how CCT calls will be staffed including the number of full-time or part-time employees utilized.
 - c. A description of any planned use of call back crews.
 - d. A description of how CCT calls will be handled during adverse weather or other conditions when aircraft are grounded.

3. Deployment or Redeployment of Resources

Notwithstanding any deployment plan, the provider shall deploy or redeploy staff and equipment as necessary to avoid a degradation of the regional EMS system.

4. Resources

The provider is required to provide critical care 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. All ambulance resources must comply with all specifications herein.

c. Operations Requirements

i. Response Time Requirements

Response times are critical to patient care. Critical Care Transports are scheduled by the hospital desiring the patient transport. Response time required is within 30 minutes of dispatch.

ii. Failure to Meet Response Time Requirements

The provider is expected to meet or exceed the required response times to every call and failure to do so may result in termination of the contract agreement. 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.

Response Time Exemptions

It is understood that unusual circumstances and conditions beyond the provider's 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 City's Contract Administrator. Any requests for exemption from response time standards shall be made with the quarterly Response Time Reports. The City 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, but are not limited to:

1. Provider Services
 - a. Adverse weather and/or road conditions
 - b. Vehicle problems
2. System
 - a. Response area obstacles (e.g., limited access, barrier devices).

d. Dispatch Requirements

i. Communications Center

The provider is required to establish a local non-emergency contact number. For critical care transports, 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.

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 City. The provider will be financially responsible for all costs associated with implementing, upgrading, and making changes required by the City.

ii. Medical Equipment and Supplies

1. *Specifications and Coordination:* The provider must utilize ambulances with supplies and equipment necessary to carry out critical care transports. 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 ambulances providing critical care transports. The City may require the provider to replace any equipment or supply that does not meet requirements or the City's specifications.
3. *Exchange:* The provider will be required to provide and maintain its own equipment and will not rely on exchanges from the City 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.

iii. Ambulances

- iv. *Quality:* All ambulances in service in the Cities ASAs 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 City's Fire Chief. No Type II ambulance utilized by the provider may have mileage in excess of 100,000 miles unless otherwise approved by the City's Fire Chief. No Type III ambulance utilized by the Provider may have mileage in excess of 150,000 unless otherwise approved by the City's Fire Chief. Vehicles or equipment that the City 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.

- v. *Specifications:* All ambulances utilized must be licensed as required by the Department of Human Services, Health Services Division and City of Springfield Municipal Code Section 7.032 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.
- vi. *Color, Marking and Warning Devices:* All proposed markings and color schemes shall be submitted to and approved by the City prior to implementation and the Provider may be required to change markings and color schemes if required by the City at any time.
- vii. *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 City to have any deficiency that may compromise function, must immediately be removed from service.
- viii. *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 City immediately upon request.

f. 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 City.

iii. Ambulance Staffing

The provider shall *at minimum* staff ambulances providing critical care inter-facility transports with at least one qualified driver, one certified EMT-Paramedic, and a Registered Nurse certified in medical and trauma critical care (CCRN, CEN or CFRN). The Registered Nurse must always be with the patient in the patient compartment of the ambulance.

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 critical care 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.

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

v. Uniforms and Appearance of Personnel

The provider's personnel shall wear clean, professional uniforms. All shirts, trousers, jackets and shoes must be approved by the City.

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 City's 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. 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.

4. Community Outreach

Provider will participate in local community injury prevention activities. Activities will be coordinated with the Eugene Springfield Fire Battalion Chief of EMS.

g. Medical Direction

The provider must at all times, and at its' own expense, 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 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.

h. Standing Medical Orders and Treatment Protocols

The provider shall have adequate standing medical orders and treatment protocols.

i. 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 City expects that to attract and retain outstanding personnel, the provider must offer reasonable compensation. The City 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 City.

The City 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 City 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.

The City 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 City reasonably rejects staff, the provider must provide replacement staff satisfactory to the City in a timely manner and at no additional cost to the City.

5. Quality, Performance and Audit Programs

a. 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 the City.

b. Quality Audits and Inspections

City 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, City representatives may ride as observers on any ambulance at any time.

City 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.

c. 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 City and any other entity authorized by law or contract to review data and reporting. All systems and reports must comply with the City's ASA requirements

as well as City, State, and Federal data collection and reporting requirements.

i. Response Time Report

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

For each incident for which a response is dispatched, the quarterly 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 hospital time;
- Arrive at hospital time;
- Time transport ended, (clear time); and
- Identification number of the ambulance(s) that arrived on scene.

ii. Non-Compliant Response Report

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

This report shall include all information outlined in Section 5.d.i for all calls in which the response time requirements were not achieved, if any.

iii. Incident Reports

The provider will complete and submit to the City within 48 hours, or any shorter time if required by the Eugene Springfield Fire Battalion Chief of EMS, 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.

iv. Quality Improvement Reports

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

v. Pre-Hospital Patient Care Reports

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. The provider must provide a copy of a PCR within 24 hours of a city request.

d. 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. Finance and Administration

a. 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 City will be responsible for all ambulance billing and revenue for services provided by City resources. However, if the provider so chooses, the provider may negotiate billing services as a separate contract with the City.

The provider shall utilize a billing and collections systems that includes a reporting

system acceptable to the City, 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.

b. Ambulance Rates

The provider may set its own rates for service subject to approval of the City Manager.

**Current Eugene Springfield ground ambulance rates:
Base rate \$1,770, mileage \$22.03/pt. mile.**

c. 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 City 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 City

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

7. 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 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. 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.

c. 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.

d. 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.

e. 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.

]

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):

Account Number	Percentage

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described in Attachment 1 attached hereto and incorporated herein by this reference and in an amount not to exceed \$_____.
2. **Invoice.** Invoice to be sent to: Accounts Payable - City of Springfield, 225 5th Street, Springfield, OR 97477 or email to ap@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 #XXX.
3. **Services to be Performed by Independent Contractor.** Independent Contractor shall perform the services described on Attachment 1.

ATTACHMENT 2

4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until _____, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
5. **Sourcing.** Independent Contractor was selected from RFP# 614 issued April 6, 2016.
6. **Joint Cooperative Procurement.** The Independent Contractor agrees to extend identical prices and services under the same terms and conditions to the City of Eugene. The City of Eugene will not materially change or alter the terms, conditions, or prices. See ORS 279A.210 and OAR's 137-046-0430 & 137-047-0290.
7. **First Point of Contact.**
Independent Contractor: [insert name, ph# and email address]
CITY: [insert name, ph# and email address]
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", "B" and "C" 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, it's 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

ATTACHMENT 2

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 Section 17.1 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, approved by the City's Risk Manager as to terms, conditions and limits.
- 17.3. Asbestos Abatement.** (Only applicable to contracts where asbestos maybe present) The Commercial General Liability policy shall be written on a form that meets the following criteria and must be ASBESTOS SPECIFIC as follows:
- a. A full occurrence form, or
 - b. A limited occurrence form with at least a three-year (3) tail, or
 - c. A claim made form with a three-year (3) tail.
- 17.4. 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.
- 17.5. Evidence of Insurance Coverage.** Evidence of the required insurance coverages 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.
- 17.6. 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

ATTACHMENT 2

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)**

- 17.7. 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.
- 17.8. 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.
- 17.9. Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.
- 17.10. Railroad Protective Liability Coverage.** If work being performed under this agreement is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Independent Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.
- 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. 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.
- 20. 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.
- 21. 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.

ATTACHMENT 2

- 22. 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 transferee 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 33. 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.

ATTACHMENT 2

34. Choice of Law, Forum, Construction of Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.

35. 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:

INDEPENDENT CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 2

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.

ATTACHMENT 2

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 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 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).

ATTACHMENT 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 contractor 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 prebid 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 279.525(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)

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EXHIBIT C OREGON TAX LAWS COMPLIANCE AND CERTIFICATION

A. Contractor's Compliance with Tax Laws.

1. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in Subsection B. 3. (i) through (iv) of this Contract.

2. Any violation of Subsection 1 of this Section A shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Subsection B.3. of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

B. Contractor's Representations and Warranties.

Contractor represents and warrants to City that:

1. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of {bids/proposals} for/effective date of] this Contract, faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] City under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

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**SERVICES CONTRACT
(NON-FACILITY)**

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

AND: _____ (Contractor)

CONTRACT NO.: _____

EFFECTIVE DATE: _____

RECITALS

- A. Contractor is engaged in the business of _____ and has obtained and currently holds all licenses, permits, certifications, bonds or other authorization required by federal, state and local laws or regulations to engage in such business.
- B. City wishes to engage a contractor to perform certain services described in attached **Exhibit B**.
- C. Contractor has represented that it is qualified to perform the services required hereunder and desires to enter into an agreement with City on the terms set forth below.
- D. The contract described herein was awarded via City of Springfield Request for Proposals 1614 under the exemption or procedure authorized by City of Eugene Administrative Order 44-14-08F, Public Contracting Rules 2014, Rule 137-046-0420 Joint Cooperative Procurements.

AGREEMENT

1. Incorporation of Exhibits; Definitions; Contractor’s Representations and Warranties.

- 1.1 **Exhibits.** The contract between the parties (the “Contract”) includes and incorporates into this document (this “Agreement”) all of the following:
 - 1.1.1 **Exhibit A.** **Exhibit A** summarizes certain federal, state and municipal laws that apply to government contracts. The provisions of **Exhibit A** are statements of law and may not be modified.
 - 1.1.2 **Other Exhibits.** This Contract also includes and incorporates the following exhibits. The provisions of this Agreement will have priority over all conflicting provisions of the following exhibits.

ATTACHMENT 2

Exhibit B Scope of Services; Schedule
Exhibit C Compensation Schedule

- 1.2 **Definitions.** With the exception of proper nouns, capitalized terms not otherwise defined herein shall have the following meanings.
- 1.2.1 **“Agreement”** means this document, entitled Personal Services Contract and ending with the signatures of all parties.
- 1.2.2 **“Contract”** means the written statement of the parties’ mutual and respective agreements, promises, undertaking and rights as set forth in this Agreement and all incorporated exhibits.
- 1.2.3 **“Services”** means all of the products and services to be provided by Contractor under the Contract, as described in **Exhibit B**.
- 1.3 **Contractor’s Representations and Warranties.** Contractor makes the following representations and warranties to City:
- 1.3.1 Contractor and Contractor’s personnel are and will at all times hereunder hold all licenses, permits, certifications, bonds or other authorization required by federal, state and local laws or regulations to perform the Services.
- 1.3.2 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.
- 1.3.3 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. **Services.**
- 2.1 **Term.** Contractor shall begin to provide the Services on _____ or, if later, as soon as this Agreement has been executed by all parties (the "Commencement Date"). The term of the Contract shall be for _____, unless earlier terminated in accordance with paragraph 14 (the "Term"). Contract may be renewed for additional terms upon mutual written agreement of the Parties.
- 2.2 **Security.** If the Services will be performed on City property, Contractor will comply with all of City’s security policies and procedures.
3. **Compensation.** Subject to City’s right of offset for breach, Contractor will bill City for the Services by submitting monthly invoices that conform to the requirements of **Exhibit C**. Payment shall be made not later than 30 days after City’s receipt of an invoice from Contractor summarizing the Services performed. If the Contract commences or terminates on a date which is not the first or last day of a month, the maximum fee for that month shall be prorated, based on the number of days in the month. Notwithstanding the foregoing, City

ATTACHMENT 2

will have the right to withhold payment for any item which City disputes in good faith, provided that City pays for all non-disputed items and takes commercially reasonable action to resolve the dispute.

- 4. **City's Obligations.** City shall provide the materials, equipment, supplies or other items described below, if any, for use in Contractor's performance of the Services: NONE
- 5. **Contract Administration.** Each party designates the following as its representative for purposes of notice pursuant to paragraph 21, and for purposes of administering the Contract:

Contractor: _____

City: _____
Department & Division/ _____

Eugene, OR 97401

Either party may change its designated representative by giving written notice to the other as provided in paragraph 21.

- 6. **Performance of Services.** Contractor shall perform the Services with a high degree of professionalism consistent with industry standards, and shall at all times during the term of the Contract strictly comply with the following requirements:
 - 6.1 **Supervision.** Contractor shall appoint, subject to City's approval, a full-time qualified supervisor of Contractor's performance who shall have full authority to act for and on behalf of Contractor. The supervisor shall be available during regular business hours. At all times during the supervisor's absence, a designated subordinate shall be in charge and available at the location of performance of the Services.
 - 6.2 **Personnel.** Contractor acknowledges the high degree of importance City places on the behavior, appearance and service performed by Contractor and its personnel. Contractor's personnel shall at all times be neat, clean and courteous, and Contractor shall not permit its employees or agents to conduct themselves in a loud, noisy, boisterous, offensive or objectionable manner. Upon objection from City concerning the conduct, demeanor or appearance of any of Contractor's employees or agents, Contractor shall forthwith take all steps necessary to remove the cause of the objection. Upon the employee's or agent's failure to immediately and properly correct his or her conduct, Contractor shall promptly cause his or her job assignment to be terminated.
 - 6.3 **Hours of Performance; Staffing.** Contractor shall provide the Services according to the schedule on the attached **Exhibit B** and provide sufficient personnel to perform the Services in the manner required by the Contract.

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7. **Contractor's Obligations.** In addition to performance of the Services, Contractor shall, at its own expense, repair or have repaired all damages to City-owned property, real or personal, resulting from the negligence, abuse, misuse or willful misconduct of Contractor or its employees or agents. If City-owned equipment is, in City's opinion, damaged beyond repair, Contractor shall replace such equipment at its own expense with equipment of a quality equal to or better than the damaged equipment.
8. **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.
9. **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 9 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 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.

- 9.1 **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.

ATTACHMENT 2

- 9.2 **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.
- 9.3 **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.
- 9.4 **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. Contractor shall maintain the professional liability insurance coverage for at least one year after the completion of the work. The policy shall contain an endorsement entitling the City not less than 60 days prior written notice of any cancellation of such policy.
10. **Relationship of Parties.** Whether Contractor is a corporation, partnership, other legal entity, or an individual, Contractor's relationship to City is that of an independent contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person and has special expertise as to the Services, and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the Services are performed shall be controlled by Contractor; however, the nature of the Services and the results to be achieved shall be specified by City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein.
11. **Performance Bond.** If required by City, Contractor shall deliver to City at the time of execution of this Agreement a performance bond in a form satisfactory to City with a corporate surety approved by City, in an amount equal to the amount bid on an annual basis, in favor of City, and guaranteeing Contractor's faithful performance of all terms, covenants and conditions of the Contract. Such bond shall remain in effect throughout the term of the Contract. A performance bond is not required for this contract.
12. **Subcontracting; Assignment.** Contractor shall not subcontract or assign its work under or its interest in the Contract, in whole or in part, without City's prior written approval, which may be withheld for any reason. Contractor shall require any approved subcontractor or assignee to agree, as to the portion subcontracted or assigned, to comply with all obligations of Contractor specified in the Contract. Notwithstanding City's approval of a subcontractor or an assignee, Contractor shall remain obligated for full performance of the Contract and City shall incur no obligation to any subcontractor or assignee. Contractor shall indemnify, defend and hold City harmless from all claims of its subcontractors and assignees.

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13. **Default.** Contractor shall be in default under the Contract upon the occurrence of any of the following ("events of default"):

- 13.1 Contractor's failure to maintain liability insurance required under this Agreement;
- 13.2 Contractor's failure to perform or observe any other agreement or covenant contained in the Contract if such failure continues for a period of two days after City has notified Contractor in writing, specifying the nature of Contractor's failure of performance;
- 13.3 The bankruptcy or insolvency of Contractor, a transfer in fraud of creditors, an assignment for the benefit of creditors or an execution issued against any property of Contractor used in connection with or which is the subject of the Contract, or the appointment of a receiver or trustee for all or substantially all of Contractor's assets; or
- 13.4 Contractor's failure to maintain any license, permit, certification, bond or other authorization required by federal, state or local laws or regulations for performance of the Services or any portion thereof.

14. **Termination.** Notwithstanding any other provision hereof to the contrary, the Contract may be terminated as follows:

- 14.1 By mutual written agreement of the parties at any time;
- 14.2 By written notice from City to Contractor upon the occurrence of an event of default; or
- 14.3 By written notice from City to Contractor at any time during the Term and for any reason, upon not less than 30 days' notice in advance of the termination date.
- 14.4 The City may terminate the Contract on any date specified in a notice if funding for the Services becomes unavailable or if the City determines that termination of the Contract is required by the public interest.

Notice under paragraph 14.2 may be given at the same time as the notice under paragraph 13.2, with termination contingent upon Contractor's failure to perform within the time specified in paragraph 13.2. Except as provided in paragraph 15 below, in the event of a termination, City shall pay Contractor for the Services performed to the date of termination. Any claim for relief City may have as a result of a default by Contractor shall survive termination of the Contract.

15. **Obligations on Termination.** Upon termination of the Contract for any reason, Contractor shall promptly and peaceably remove itself, its officers and employees from the location in which the Services have been performed. Contractor shall leave City's property and equipment in good condition and repair and in good working order, reasonable wear and tear excepted. If Contractor fails to remove its property, City may, at Contractor's sole expense, remove the same to a public warehouse for storage or retain the same in its own possession. If such property is not claimed by Contractor within 10 days after the

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termination date, City may sell the same at public auction, the proceeds to be applied first to the expenses of removal, storage and sale, then to any sums owed by Contractor to City, with any balance remaining to be paid to Contractor. If the expenses of removal, storage and sale exceed the proceeds of sale, Contractor shall promptly pay such excess to City upon demand.

16. **City's Right to Act.** In the event Contractor fails to perform any obligation under the Contract, City shall have the right but not the obligation to take the action that Contractor failed to take, after giving at least 10 days' notice to Contractor in advance of taking such action, except in the event of an emergency, as determined by City, in which case no advance notice shall be required. In the event City takes such action, Contractor shall promptly pay to City, upon demand, the sum or sums expended or incurred by City and the value of the service performed by City. Any action taken by City under these provisions shall not constitute a waiver by City of Contractor's default.
17. **Standard Contract Provisions.** Contractor shall comply with City's Standard Contract Provisions, a copy of which is attached hereto as **Exhibit A**.
18. **Subordination to Federal and State Agreements.** The Contract shall be subject and subordinate to any existing or future federal or state statute or any existing or future agreement between City and the United States or the State of Oregon relative to the development, operation or maintenance of properties of the Urban Renewal Agency of the City of Eugene, the execution of which agreement has been or may be required as a condition precedent to the expenditure of federal or state funds for the development, operation or maintenance of City or Urban Renewal Agency property.
19. **Severability.** In the event that any covenant, condition or provision of the Contract is found to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision of the Contract.
20. **Non-Waiver.** Waiver by either party of strict performance of any provision of the Contract shall not be a waiver of, nor prejudice the party's right to require, strict performance of the same provision or any other provision of the Contract in the future.
21. **Notices.** Any notices 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, return receipt requested, addressed to the parties at the address designated in paragraph 5, or such other address as either party may provide to the other by notice given in accordance with this provision.
22. **Attorney Fees.** In the event of any action to enforce or interpret the Contract, the prevailing party shall be entitled to recover from the losing party, in addition to costs and disbursements allowed by the court, reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review. Such fees shall include an amount estimated by the court to be incurred by the prevailing party in realizing upon any judgment or enforcing any decree.
23. **Integration; Amendments.** The Contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein.

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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.

- 24. **Interpretation; Governing Law.** The Contract shall be governed by and interpreted in accordance with the laws of the State of Oregon. The parties do not intend to confer on any third party any rights under the Contract.
- 25. **Jurisdiction and Venue.** All actions relating to the Contract shall be tried before the courts of the State of Oregon to the exclusion of all courts which might have jurisdiction apart from this provision. Venue in any action shall lie in the Circuit Court of Lane County, Oregon.
- 26. **No Third Party Beneficiaries.** There are no third-party beneficiaries of the Contract. The parties agree and intend that the Contract shall be enforceable only by the parties and their duly authorized representatives.
- 27. **Survival.** Any duty, liability or obligation of a party which arises under the Contract, including without limitation, obligations with respect to indemnification, shall survive the termination or expiration of the Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.
- 28. **Contractor Certifications.** Pursuant to ORS 305.385, Contractor hereby certifies that it is not in violation of any tax laws as defined in ORS 305.380. If Contractor is other than one or more individuals who have signed below, the individual(s) signing on behalf of Contractor hereby further 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 and the Contract to City of behalf of, and as the act of Contractor.

CITY OF EUGENE

CONTRACTOR

By: _____
(signature)

By: _____
(signature)

Date: _____

Date: _____

ATTACHMENT 2

EXHIBIT A

CITY OF EUGENE - STANDARD CONTRACT PROVISIONS
Contracts Subject to ORS Chapter 279B
Goods and Services including Personal Services
OTHER THAN Architects, Engineers, Land Surveyors on Public Improvements

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 Eugene Public Contracting Rules, 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 and Eugene Public Contracting Rule 137-046-0500(2))

1.1 Non-Discrimination Requirements. During the performance of this contract, the Contractor and each subcontractor agrees to comply with sections 4.613 to 4.655 of the Eugene Code, 1971, and 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 Reporting. 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 subsection 1.1 above.

1.3 Violations. 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 subsections 1.1 or 1.2, a determination thereof shall be made by the city manager. 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 subsections 1.1 and 1.2. Such determination may further result in debarment of the Contractor in accordance with the adopted rules.

1.4 Failure to Comply. Failure to comply with any terms of subsections 1.1 and 1.2 above shall be a material breach of the contract.

1.5 Inclusion of Fair Employment Practices Provisions in Contracts with Subcontractors. The contractor shall include the provisions of subsections 1.1 through 1.4 above in contracts with subcontractors so that the provisions will be binding upon each subcontractor.

1.6 Contractor Defined. As used in this section 1, "contractor" means all persons, wherever situated, but excluding local, state or federal units of government or their officials, from whom the City purchases Goods and/or Services costing \$2,500 or more in any fiscal year.

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.

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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 and Eugene Rule 137-046-0500(5) 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 and Eugene Rule 137-046-0500(6) Condition concerning payment for medical care and providing workers' compensation.

5.1 The Contractor shall 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.

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 and Eugene Rule 137-046-0500(7) 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.).

6.1 Personal Services Contracts. In the case of Personal Services Contracts, the employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) 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 et seq. from receiving overtime.

6.2 Contracts for Services. In the case of contracts for services, persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement, in ORS 279B.020(1)(b)(B) to (G), or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

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.

9. Eugene Rule 137-046-0500(1) Right to Audit Records.

9.1 Cost or Pricing Data. The Purchasing Agent may, at reasonable times and places, audit the books and records of any Person who has submitted cost or pricing data in connection with a contract to the extent that such books and records relate to such cost or pricing data. Any Person who receives a contract for which cost or pricing data are required, shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is authorized by the Purchasing Agent in writing.

9.2 Contract Audit. The Purchasing Agent shall be entitled to audit the books and records of the contractor or any

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subcontractor to the extent that the books and records relate to the performance of the contract. The contractor and each subcontractor shall maintain books and records for a period of three (3) years from the date of final payment under the contract or subcontract, as applicable, unless a shorter period is authorized by the Purchasing Agent in writing.

10. Eugene Rule 137-046-0500(3) Right to Inspect Plant.

- 10.1 Time for Inspection. The Purchasing Agent may, at reasonable times, inspect the part of the plant or place of business of the contractor or any subcontractor that is related to the performance of any contract awarded.
- 10.2 Contractual Provisions. The City may inspect supplies and Services at the contractor's or subcontractor's facility and perform tests to determine whether they conform to the contract requirements.
- 10.3 Procedures for Trial Use and Testing. The Purchasing Agent may establish operational procedures governing the testing and trial use of equipment, materials, and the application of resulting information and data to Specifications or Procurement.
- 10.4 Location. When an inspection is made in the plant or place of business of a contractor or subcontractor, such contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.
- 10.5 Time of Testing or Inspection. Inspection or testing of supplies and Services performed at the plant or place of business of any contractor or subcontractor shall be performed at reasonable times during normal business hours.
- 10.6 Inspection of Construction Projects. Onsite inspection of construction shall be performed in accordance with the provisions of the contract.

11. Eugene Rule 137-046-0500(4) Termination in the Public Interest.

- 11.1 Termination Provisions. The City may terminate the contract for any reason considered by the City to be in the public interest. Reasons for termination in the public interest include but are not limited to:
 - (a) The contractor cannot complete the work for reasons beyond the control of either the contractor or the City;
 - (b) Necessary materials are not available;
 - (c) A lack of funds;
 - (d) A phenomenon of nature of catastrophic proportions or intensity;
 - (e) Executive orders of the President related to national defense;
 - (f) Congressional or state acts related to funding or changes in applicable laws; or
 - (g) The presence of other circumstances or conditions such that it is impracticable within a reasonable time to complete the work.
- 11.2 Payment When Contract Is Terminated. When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed under the contract, or by mutual agreement, for items of work partially completed. No claim for loss of anticipated profits will be allowed.
- 11.3 Payment for Construction Services. The City may provide in a contract for construction services, detailed provisions under which the contractor shall be entitled, as a matter of right, to compensation upon termination of the contract on account of any reason considered to be in the public interest.

12. Eugene Rule 137-046-0500(8) Governing Law; Jurisdiction

- 12.1 Governing Law. This contract shall be governed, construed, and enforced in accordance with the laws of the state of Oregon, unless otherwise approved by the City Attorney or designee.
- 12.2 Jurisdiction. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of Oregon for all purposes regarding the contract and further agrees and consents that venue of any action brought under the contract shall be exclusively in Lane County, Oregon, unless otherwise approved by the City Attorney or designee.

13. ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675) Compliance with Tax Laws. Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.

ATTACHMENT 2

Exhibit B Scope of Services

Describe services, locations, schedule, sustainability requirements, etc.

ATTACHMENT 2

Exhibit C Compensation Schedule

Detail compensation, not-to-exceed amount, hourly wages, invoicing frequency, travel reimbursement, escalation clauses, etc as applicable.

Invoices

Contractor to send invoices by mail or email to the following:

City of Eugene

PO Box 11110

Eugene, OR 97440

AP@ci.eugene.or.us

Contractor should include the following routing number on the invoice: _____.

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 **One Hundred Thousand and No/100 Dollars, (\$100,000.00)**, 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 **July 1, 2016, through June 30, 2019**, 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



MWESB/DBE Voluntary Self-Declaration for City Procurement # _____ or Project No. P _____

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:

FireMed Ambulance Membership Program Terms of Agreement

By Joining FireMed, members agree to abide by the Terms of Agreement below.

DEFINITION: FIREMED is a voluntary ambulance membership program operated by the City of Eugene, the City of Springfield, and Lane Fire Authority, hereinafter referred to as FIREMED. FIREMED is not insurance. It is in addition to any medical benefits members may have. FIREMED will bill insurance or other coverage for ambulance services that members may have and FIREMED is entitled to all benefits paid for ambulance services rendered, up to the total dollar amount of services incurred.

MEMBERSHIP BENEFITS: Membership covers applicable patient out-of-pocket expenses for medically necessary ground ambulance transportation to the nearest appropriate hospital, provided by FIREMED within the FIREMED ambulance service areas of the City of Eugene, City of Springfield, and Lane Fire Authority. "Medically necessary ground ambulance transportation" means that the patient must be transported to a hospital for medically necessary services, and transportation in any other vehicle could endanger the patient's health.

MEMBERSHIP BENEFITS OUTSIDE OF LOCAL SERVICE AREA: Other participating reciprocal ambulance providers may extend member benefits to areas outside the FIREMED ambulance service areas. These benefits are limited to the terms of agreement in effect by the participating provider providing services at the time benefits are used. Members who receive reciprocal ambulance service from any other participating provider are eligible for benefits offered by that provider, if the member agrees to abide by the participating provider's terms of agreement. A current list of participating providers is on file in the FIREMED business office and on the website: firemed.org. FIREMED is not responsible for the type, level, or quality of services provided by a participating provider nor is FIREMED financially responsible for any costs or charges incurred by a member from any other provider. Participating providers are subject to change without notice. FIREMED is not responsible for the withdrawal of participating reciprocal providers.

MEMBER RESPONSIBILITIES: Members pay an annual membership fee and will assign and transfer to FIREMED all rights and benefits for ambulance services from all insurance policies, plans, or other benefit programs members may have, including all rights in any claim or third party recovery, up to the total dollar amount of services incurred, where FIREMED provided ambulance services. Should any person covered under this membership receive any payment for ambulance services rendered by FIREMED, they will immediately forward such payment to FIREMED. Members authorize the release of medical and other information by or to FIREMED as necessary for ambulance billing. Members agree to provide, when requested, any or all information concerning insurance policies, plans, third party recovery, or other benefit programs they may have, and will cooperate and assist as necessary in any efforts to bill and collect such ambulance reimbursements, including the completion and submission of documents or claim forms.

MEMBERSHIP ELIGIBILITY: Residents of FIREMED's ambulance service areas are eligible to join by properly completing an enrollment application available from FIREMED and by paying the appropriate annual membership fee. FIREMED membership includes all persons who are permanent residents of the same single-family occupancy, non-commercial residence, living

within FIREMED's ambulance service areas, living together as part of a family unit, including domestic partners, but not to include roomers or boarders. Membership benefits include household members living in substitute care (e.g. nursing homes) in FIREMED's ambulance service areas. Others not included in this definition are required to obtain their own separate membership. The first person listed on the application form is the "Primary Member." Anyone who joins a household after the membership goes into effect can be included under the membership from the date the Primary Member notifies FIREMED of the addition. Only those persons who meet the membership eligibility requirements AND are listed in the membership record at the time services are rendered are eligible for benefits.

DURATION: Membership coverage begins two business days after acceptance of a properly completed application form with payment, and extends for 1 year from date of issue.

TO THE MEMBER'S INSURANCE CARRIER (FOR MEMBERS WITH INSURANCE): As a FIREMED member, I authorize use of a copy of this agreement in place of the original on file at the FIREMED office. I assign and authorize payment of benefits for ambulance services directly to FIREMED, according to the FIREMED terms of agreement and as itemized on claim forms. My membership fee covers any applicable deductible, coinsurance, or co-payment amounts and I expect the usual and customary ambulance reimbursement on my behalf be sent directly to FIREMED.

DISCLAIMER: FIREMED reserves the right to add, modify, or delete any of the program terms and conditions completely or in part. All interpretations of the membership terms and conditions shall be at the sole discretion of FIREMED. Membership is non-transferable and non-refundable. Persons who receive welfare, Medicaid, Department of Medical Assistance Programs, or Oregon Health Plan medical benefits need not be members in order to have full coverage for services covered under these programs. Any such membership constitutes a voluntary contribution only. Violations of the terms of agreement may result in membership revocation, forfeiture of benefits associated with membership and an obligation to pay all balances in full.

FIREMED PLUS, LIFE FLIGHT NETWORK AIR AMBULANCE OPTION: Life Flight Network air ambulance membership is an optional coverage available for an extra fee. See Life Flight Network membership brochure at www.lifeflight.org, or call 1-800-982-9299 for latest membership terms. If you or a family/household member uses Life Flight Network emergency air transport under medically necessary circumstances, Life Flight Network will accept an insurance settlement (if any) as payment in full. Related ground ambulance transport is covered when provided by a FIREMED network reciprocal provider. Life Flight Network flies patients based on medical need, not membership status. Within the Oregon FireMed coverage area, emergency air membership with Life Flight Network (LFN) is limited to transports provided by LFN. You may be billed by air services provided by other air emergency providers. Medicaid beneficiaries should not apply for membership. Coverage begins 72 hours after receipt of a properly completed application form with payment, and extends for 1 year from date of membership enrollment. **A large print version of this text is available at firemed.org or upon request.**