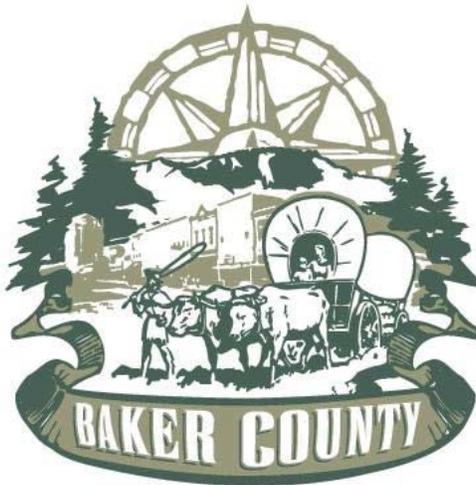


BAKER COUNTY



COVER PAGE

PRE HOSPITAL CARE EMERGENCY MEDICAL AMBULANCE SERVICES FOR THE BAKER ASA

Request for Proposal (RFP)

[RFP 2019-02]

Date of Issue: August 21, 2019

Closing Date and Time: October 7, 2019 at 4:00 pm PST

Single Point of Contact (SPC): Jason Yencopal, Emergency Management Director

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City, State, Zip	Baker City, OR, 97814
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Baker County promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

Baker County (hereinafter referred to as County) is seeking proposals from qualified vendors for the provision of pre hospital care emergency medical ambulance services, as detailed in this Request for Proposals. Proposal submissions clearly marked "Pre Hospital Care Emergency Medical Ambulance Services for the Baker ASA" will be received until 4:00PM, Monday, October 7, 2019 at the Baker County Commissioner's Office located at the Baker County Courthouse, 1995 Third Street, Baker City, OR 97814.

Baker County will accept and review all proposals received, including alternate proposals, to determine whether or not they meet the needs of the County and the citizens it serves. Baker County reserves the right to accept or reject any and/or all proposals or any part thereof, to waive any formality in the process, and to accept the proposal considered to be in the best interest of the County and the citizens it serves. Failure to submit all information called for may be sufficient grounds for disqualification. Baker County reserves the right to cancel this request at any time for any reason.

The Baker County Board of Commissioner's has the authority to assign an Ambulance Service Area (ASA) within Baker County in compliance with ORS 682.017 to 682.991. Applications by new providers and request for assignment change or revocation will be considered for approval if they will improve efficient service delivery and benefit public health, safety and welfare.

Duration of this Contract: The term of this contract shall be for a minimum of 10 years with options to renew.

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this RFP.

Event	Date	Time
Pre-Proposal Conference	N/A	N/A
Questions / Requests for Clarification Due	Sept. 19, 2019	5:00 PM
Answers to Questions / Requests for Clarification Issued (approx.)	Sept 26, 2019	
RFP Protest Period Ends	5 calendar days prior to RFP Closing	
Closing (Proposal Due)	See RFP cover page	
Presentations, Demonstrations, or Interviews	May 28, 2020	
Issuance of Notice of Intent to Award (approx.)	June 01, 2020	
Award Protest Period Ends	5 calendar days after Notice of Intent to Award	

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC’s contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: OVERVIEW, AND SCOPE

2.1 OVERVIEW AND PURPOSE

2.1.1 Agency Overview and Background

Baker County which was established in 1862 encompasses an area of 3,068 square miles. Like most of northeast Oregon it is dominated by mountains. The Blues, Elkhorn, Lookout, Malheur, and Wallowa mountain ranges rim or cross the county and contain nearly half of Oregon's peaks above 7,000 feet. From highs of 10,000 feet, the county plummets down sheer rock walls into Hells Canyon, the lowest elevation in the county of 1,600 feet. Between these geographic features lay productive but arid valleys.

The climate is typical of the semi arid western intermountain area. It is characterized by warm sunny days and cool nights with light and variable precipitation through the summer months. Winter weather is erratic and occasionally severe.

With a population of near 16,700, the population density is 5.4 people per square mile. Sixty-nine percent of the population lives in the eight incorporated cities: Baker City, Greenhorn, Haines, Halfway, Huntington, Richland, Sumpter, and Unity. Approximately one third of the county is forest.

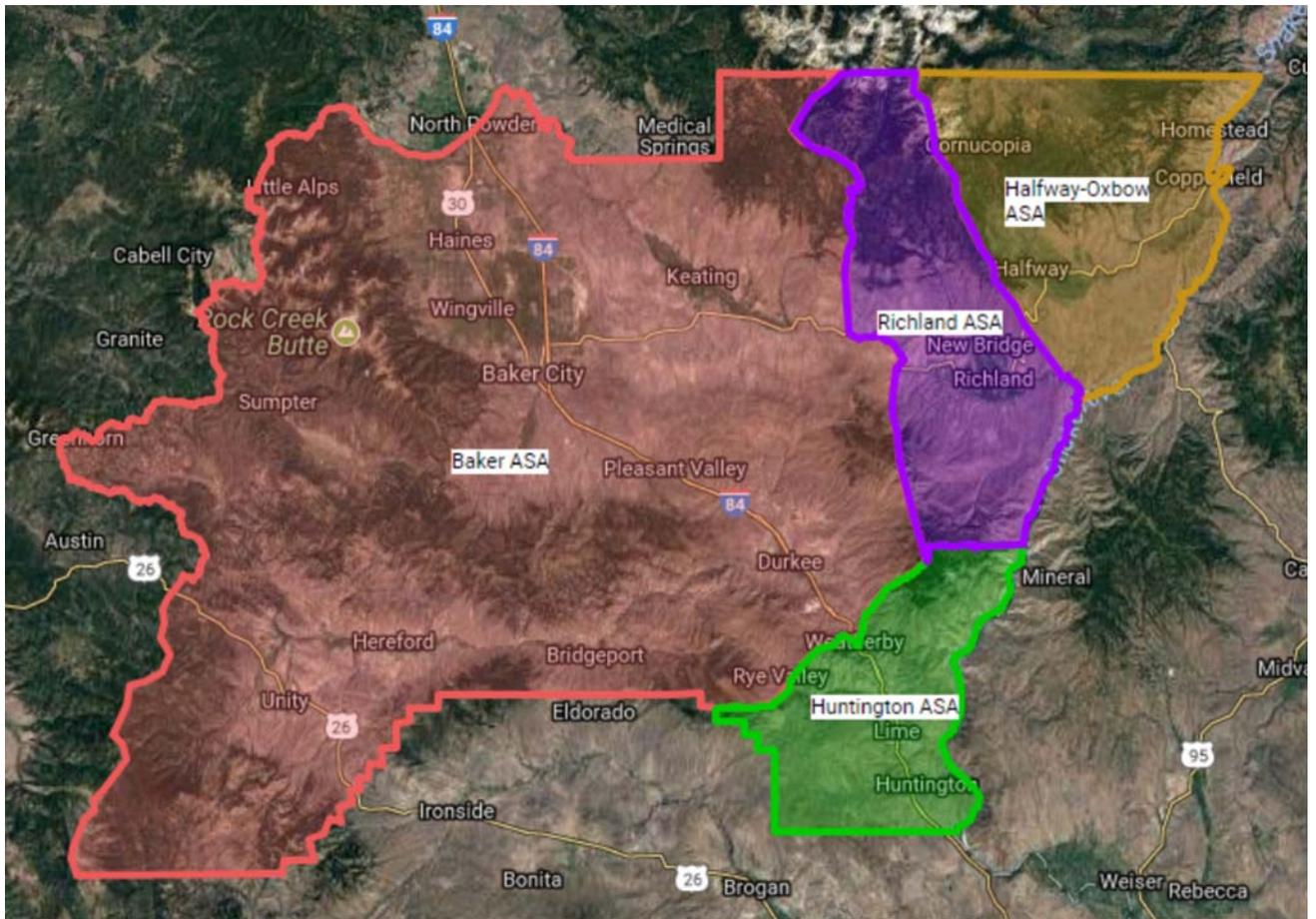
In the past, the County has earned revenues through timber, mining, and agriculture, but in recent years it has become a destination area for recreation and those on vacation. Primary industries providing employment include education, health and social services, agriculture, forestry, fishing, hunting, mining and retail trade (U.S. Census Bureau, 2009).

There are 12 state highways in Baker County, including Interstate 84. There is no passenger rail service in Baker County, but there is an active freight rail line. There is limited public transit in the County provided by Community Connections of Northeast Oregon, Inc. Baker City Municipal Airport is also located within the County. Finally, Baker County is crossed by two petroleum product pipelines.

The Baker ASA is the largest ASA in Baker County as depicted in the map below and contains a majority of the population. There are agreements in place with neighboring ALS providers that respond to certain areas of the Baker ASA. Baker City Fire Department is the emergency ALS provider and has 4 ambulances.

The following information was provided by Baker City Fire Department:

- Paramedic Service: Three (3) staffed ALS ambulances, One (1) reserve ambulance, Three (3) BLS-1st response units
- Total EMS Calls (2018): Approx. 1400 made up of the following
 - 55% - General Medical (Diabetic, Seizures, OD, Etc.)
 - 21% - Trauma
 - 18% - Cardiac related
 - 6% - Respiratory



2.1.2 Project Overview and Background

Baker City Fire Department applied for and received a SAFER grant for three additional firefighters. The SAFER grant period is from February 25th, 2018 to February 24, 2021. The SAFER grant partially covers funding of the additional firefighters for three years. Baker City Fire Department provides fire service to Baker City and Emergency Medical Service to the entire Baker ASA with the same employees. Baker City has approached the County for additional fund to help offset the costs for responding to residents that live in the county and expect an EMS response when 9-1-1 is dialed or requested. Currently no taxes are collected outside Baker City that support equipment and training for the EMS program.

A Statement of Interest was issued April 16, 2019 with responses due May 24, 2019. Four (4) interested parties responded.

2.1.3 Purpose

Baker County wishes to have a provider for the Baker ASA. This provider will provide services for all locations including Baker City as well as the other towns and residents in the County as shown on the map above. The information received through the RFP will help the County to better understand costs associated with pre-hospital care for the ASA. There will be community meetings to gather feedback from citizens regarding costs for these services, and different methods for cost recovery, prior to issuing a notice of intent to award the contract.

SECTION 3: PROCUREMENT REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

To be considered for evaluation, Proposal must demonstrate how Proposer meets all requirements of this section.:

A. Service Requirements

1. Level of Service: The Vendor must be currently licensed, or be able to be licensed, by the State of Oregon to operate an ambulance service providing pre hospital care emergency medical ambulance services at the Paramedic Level. The Vendor shall maintain the License status for the entire term of the Contract and any renewals. Prior 911 Emergency service and 5 years experience is preferred.

2. Vehicles:

a. General: All ambulance licensures are the responsibility of the State of Oregon (Oregon Health Authority) under Oregon Revised Statutes and supporting Oregon Administrative Rules.

An ambulance operating in Baker County and providing Advanced Life Support Level Care (ALS) as a minimum must consist of at least a licensed EMT and a licensed Paramedic unless otherwise addressed by a State variance. The licensed Paramedic must always be with the patient in the patient compartment of the ambulance when ALS care is required or being rendered.

Each Ambulance shall be equipped with communication equipment and maintain a 50 watt or greater multi-channel radio that allows for the transmission and reception on Baker County Dispatch repeater sites; and secondary 155.340 (HEAR). Each ambulance crew may also have five (5) watt portable hand-held radio or cellular phone capability. Requests for mutual aid, other resources or agencies, etc, will be directed to the Baker County Dispatch Center.

Patient care equipment must meet or exceed the Oregon Health Authority (OHA), Emergency Medical Services and Trauma System Section (OHA-EMS) requirements as specified in ORS 682.010 to ORS 682.991 and OAR 333 -255- 0070, thru 33-255-0071, and 33-255-0073. The ambulance service provider shall maintain a list of equipment for their ambulances, which shall be furnished upon request.

All ground ambulances must be either Type I, II or III and be licensed by the Oregon Health Authority, and other Federal-state agencies. All ambulances must meet or exceed the requirements as set forth in ORS 682.010 to 682.991 and OAR 333-255-0060.

The Vendor shall maintain and keep all the ambulances required under its contract for ambulance service in good mechanical and operating condition. The vehicles must be inspected every one hundred and eighty (180) days or at the County discretion, by a certified automobile mechanic to ensure they are in proper mechanical condition and comply with all safety regulations. All records of inspection and maintenance shall be furnished to the County immediately upon request. The Vendor shall keep the ambulances in a heated garage or building located in Baker City at all times when used in service, except when in response to a call, or strategically placed within Baker City for efficient response, or in the performance of repairs. All vehicles utilized by the Vendor must be properly insured and registered.

b. Primary Vehicles and Staffing: Two (2) ALS ambulances that meet the State of Oregon

requirements are to be dedicated to the Baker ASA. The ambulances shall be immediately available to the scene and are to be garaged in Baker City. Both ambulances shall be available on a twenty-four (24) hour, seven (7) day per week basis for the life of the contract. At a minimum, each ambulance shall be staffed at all times with one (1) licensed Paramedic and one (1) licensed EMT. The two (2) ambulances and four (4) personnel allotted for service as required by the RFP Cannot be utilized for Interfacility, non-emergency transfers or event stand-by services. If the provider desires to provide interfacility, other patient transfer service, or event stand-by services, they must provide additional ambulance(s) and personnel for those services.

The two vehicles shall prominently display via lettering, its designation as "Baker EMS" and "Emergency Call 9-1-1". Final language will be decided during contract negotiations. The Vendor shall ensure if either of the primary vehicles assigned to service in the Baker ASA becomes inoperative or leaves the Baker ASA for any reason, it shall be replaced by an identical ambulance immediately.

c. Back-Up Vehicle: The Vendor shall maintain a first back up ambulance to meet State of Oregon's standards. The vehicle must be operated and maintained with all equipment and supplies required for advanced life support in accordance with the State of Oregon (Oregon Health Authority) under Oregon Revised Statutes and supporting Oregon Administrative Rules. Once any backup ambulance arrives in the Baker ASA, this back-up ambulance shall be required to maintain the same response time to the scene as the primary ambulance. This back-up ambulance shall be owned, operated, and maintained by the Vendor rather than through a mutual aid agreement. Unless there are extenuating circumstances, as agreed upon by the County and the Vendor, the maximum available response time for the arrival of the back-up ambulance in the Baker ASA shall be thirty (30) minutes. If any extenuating circumstances arise, the Vendor must notify the County, in writing within twenty-four (24) hours. The County expects the back-up ambulance will always be an ALS ambulance.

Currently Baker City maintains (2) reserve (fully equipped) ambulances for use as temporary replacement ambulances for maintenance, as well as transfers and standby events.

3. Communications:

a. Communication with County/City's Public Safety Departments: The Vendor will program all units with the Baker County Dispatch Center's frequencies, as well as mutual and State interoperability frequencies. The Vendor will provide communication equipment and shall take all reasonable steps necessary to facilitate communications between or among agencies at no cost to the County/City.

b. Portable Radios and Cellular Telephones: The Vendor may provide portable radio equipment for its ambulances serving the County that permits direct two-way radio communication between the ambulances and hospital emergency departments to which emergency patients would be transported. The primary and secondary ALS ambulances and responders shall have direct interoperability with Baker County Dispatch center and mobile units via UHF/VHF mobile and portable radios using designated Fire and Police frequencies as well as frequencies designated by the Emergency Medical Director. In addition, each ALS ambulance may carry a portable cellular telephone in case of failure of the radio systems and operational changes shall be the responsibility of the Vendor. The equipment shall be compatible with the hospital emergency room frequencies.

4. Personnel: When operating an ambulance in Baker County, all personnel must meet the

requirements of ORS.682.017 to 682.991 and OAR 333.250.0048. The practice of staffing an ambulance on a part-time basis with EMT's licensed to a higher level of care than is possible at other times does not construe a requirement that the ambulance provide the same level of care on a regular basis.

Training will be consistent with requirements of the Oregon Health Authority and Department of Transportation curricula. EMT training is provided through local recognized educational colleges, or other authorized State of Oregon recognized educational Institutions and instructors.

Each EMS provider organization in Baker County shall promote continuing education, which meets re-licensing standards as specified by the Oregon Health Authority. EMT re-licensing and EMS continuing education shall recognize established hour requirements and be obtained through appropriate in-house training programs, online seminars and or other resources that are sponsored by local EMS agencies or other recognized institutions/medical facilities.

a. Training: The Vendor will assure that all personnel to be assigned to practice in the Baker ASA, at any level, will meet the following qualifications:

1. Graduate of an approved EMT or Paramedic training program
2. Nationally registered to the minimum standards set forth above
3. Maintain a current EMS provider's license by the State of Oregon
4. Currently certified by the American Heart Association in CPR, with Paramedics certified in ACLS and PALS.
5. Current Oregon driver's license
6. No criminal record
7. At least one person staffing the ambulance shall have two (2) years active experience in an EMS street environment
8. Have received a minimum of eight (8) hours training on the Incident Command System
9. Must not be on the Office of Inspector General Exclusionary list

The Vendor will assign its agents and employees to attend training and orientation sessions at the authorized hospital responsible for Emergency Medical Direction in the Baker ASA EMS system, quality assurance activities and case reviews. The programs for training and orientation of system paramedics and EMTs will be prescribed by the standards established by the Emergency Medical Director. These sessions will be arranged and scheduled at times that are mutually agreed upon by the Vendor and the Emergency Medical Director.

b. Personnel Roster: The Vendor shall furnish the County at contract execution and henceforth semiannually with a roster of currently employed personnel, which shall include, at least, the following information on each employee: years of experience, name, home address, date of certification, license, and registry numbers. The County shall retain the right to verify these with the Bureau of Emergency Medical Services or Oregon Health Authority.

c. Background Checks: The Vendor will conduct criminal background checks on all Vendor employees prior to being assigned to work in the Baker ASA, and at least annually thereafter, to determine the employee's suitability and character. The Vendor will comply with all laws and regulations of the State of Oregon pertaining to criminal background checks.

d. Medical Supervision: Each EMS agency utilizing EMT's shall be supervised by a Medical Doctor licensed under ORS 677, currently registered and in good standing with the Oregon Medical Board as a Medical Doctor (MD) or Doctor of Osteopathic Medicine (DO). The physician must also be approved by the Oregon Medical Board as a Medical Director (Supervising Physician, Physician Advisor, Medical Director are interchangeable terms).

e. Conduct and Appearance: All personnel responding to EMS calls in the Baker ASA shall

maintain a professional appearance including, but not specifically limited to, at least, a nametag, neat uniform that is distinctly different from Fire and Police Department uniforms, and good grooming. They shall conduct themselves in a professional manner at all times, and they shall show appropriate courtesy and respect towards all people they come in contact with.

f. Non-Discrimination: It is understood and agreed it shall be a material breach of any contract resulting from this proposal for the Vendor to engage in any practice that violates any provision of the State of Oregon, relative to discrimination in hiring, discharging, compensation, or terms conditions or privileges of employment because of race, color, religious creed, national origin, ancestry, sex, gender identity, age, criminal record, handicap or disability, mental illness, retaliation, sexual harassment, sexual orientation, active military personnel, and genetics.

g. Supervision: The Vendor shall provide on duty twenty-four (24) hours per day, seven (7) days per week lead supervisory personnel, who Emergency Management, the Chief, or his designee, Emergency Medical Director, hospital, or Dispatch can contact to handle all operational issues. The Vendor shall also provide the identity and contact information of senior management liaison(s), who at all times, is accessible fifty-two (52) weeks per year, for the term of this contract.

h. Labor Disputes or Work Stoppages: In the event the Vendor is involved in a labor dispute, and as a result of the dispute service is interrupted, the Vendor agrees to provide substitute services and to reimburse the County for all costs the County incurs for interruption of service by the Vendor.

5. Required Response Time: Standards established by the State of Oregon, known as Trauma System Response Times Standards OAR 333- 200; maintain a minimum standard for the Baker County ASA. Response time shall be as depicted on the Baker County (Pacific Time Zone) 90% of the time, barring inclement weather or other extraordinary conditions. Notification Times for ambulances shall be within two (2) minutes 90% of the calls. Provider Response Time shall be listed as follows for 90% of the calls: Urban-8 minutes; Suburban-15 minutes; Rural-43 minutes; and Frontier -4hours and 30 minutes (requiring early notification to Baker County Search and Rescue).

The Vendor will be required, when requested, to dispatch an ambulance to all reported structure fires, and ice and water rescues within this time frame. The Vendor will document in writing each request for emergency medical services with a response time in excess of fifteen (15) minutes, identifying the cause of the extended response time, as well as the Vendors efforts to eliminate repetition of the cause of poor response time performance. These response time requirements are of the essence to the performance of this agreement. The agreement may be terminated at the County's election for failure to meet the response time criteria.

TRAUMA SYSTEM MINIMUM STANDARDS: OAR 333-200-0080

Areas	Definitions	Response Times
Urban (Not applicable to Baker Co.)	An incorporated community of 50,000 or more population	8 minutes (Not applicable to Baker Co.)
Suburban (Not applicable to Baker Co.)	An area which is not Urban and which is contiguous to an Urban community. It includes areas within a 10 -mile radius of that community's center. It also includes areas beyond the 10-mile radius, which are continuous to the Urban	15 minutes (Not applicable to Baker Co.)

	community and have a population density of 1,000 or more per square mile.	
Rural	A geographic area 10 or more miles from a population center of 50,000 or more, with a population density of greater than 6 persons per sq mile.	Baker City Limits (ALS) 5 minutes 90% of the time. Outside of Baker City, depends on distance/ weather road conditions-45 minutes 90% Rural EMS Services (All volunteer) (ILS/BLS) 45 minutes 90% of the time.
Frontier	The areas of the State that are primarily forest, recreational, or wilderness lands that are not accessible by paved roads or not inhabited by 6 or more persons on a year round basis.	In these isolated areas of Baker County, QRU's may respond to provide initial care, while transporting agencies are activated. Prehospital response times are 2 hours 90% of the time , but may be delayed due to staff limitations and weather related conditions.
Search and Rescue	The areas of the State that are primarily forest, recreational, or wilderness lands that are not accessible by paved roads or not inhabited by 6 or more persons on a year round basis.	No established Response Time . Baker County Search and Rescue may be activated early for additional personnel within an ASA's, and/or to manage rescues in the Frontier areas of the County.

Monitoring of notification and response times shall be accomplished by the following:

1. **Information Levels:** Public, Baker County Dispatch, Prehospital care providers, Emergency Room (Saint Alphonsus Medical Center), other EMS providers and Baker County.
2. **Generated Information :** Patient Care Reports, Baker County Dispatch, EMS providers, Receiving Hospital(s), Radio Recordings, and Trauma Registry Forms/Case Reviews

6. **Source of Calls:** The Vendor shall respond to all calls for service that are transmitted to the Vendor by Baker County Dispatch. The Vendor will respond to emergency ambulance calls made directly to the company by the public within the Baker ASA. The Vendor will make immediate notification to the Baker County Dispatch Center of any on-site calls for emergency medical services or calls received directly by the Vendor for emergency services within the Baker ASA. Units assigned to the Baker ASA shall not respond outside the Baker ASA except as dispatched.(or through mutual aid agreements, ambulance move up plans...)

7. **Ambulance Garaging:** An agreement for garage space and living quarters shall be arranged by the Vendor to the satisfaction of the County, keeping foremost the safety of the community and response times described in section 5 above.

8. **Non-Transport Emergencies:** The Vendor shall respond to all Fire or Police emergencies as directed by Baker County Dispatch and shall remain on scene until released by the incident commander. The requesting agency will be responsible for costs. If ambulance utilization at these response events exceed one (1) hour in duration, the provider must place another ambulance in-service with personnel of same certification level to maintain emergency response service.

9. **Medical Waste:** The Vendor shall accept all medical waste generated at the EMS scene as well as accept medical waste collected by those who responded to the scene and who may act as first

responders to an EMS emergency.

B. Regional Cooperation and Community Support to Residents

1. Mutual Aid: The Vendor shall comply with the mutual aid agreements in place including EMT-Paramedic intercepts, to the Mutual Aid region at no cost to the community requesting such service.

The mutual aid agreements will provide additional backup response including, but not specifically limited to, at least, response to a MCI or major emergency /disaster occurrence. The Vendor shall not use mutual aid, as a general practice, when responding to multiple or overlapping calls. No more than two (2) percent of all incidents each month shall be handled by requesting mutual aid. If, at the end of any month, more than two percent mutual aid has been used the Vendor must submit notification in writing to the County.

2. Special Events: The Vendor shall make available, at no cost to the County, additional ambulances when, in the opinion of the Emergency Management Director, there is the expectation of greater than normal demand for ambulance service in the Baker ASA. These activities include, but are not limited to Minors Jubilee, special County/City functions and celebrations such as, at least, parades, sporting events, road races, holidays, public safety drills and tactical operations. The County/City will provide as much lead time as possible for the planning of these events. The Vendor shall provide ALS equipped ambulances and personnel who meet the minimum staffing and training as required and explained in this RFP.

C. Financial Obligations

1. Compensation: All compensation for services shall be billed by the Vendor.

2. Rates: The Vendor shall describe its proposed schedule of rates to be charged to recipients of ambulance services. These rates are to be in effect for the entire first year of the contract, which after the first-year increases shall not occur more than twice in any twelve {12} month period. Additionally, the Vendor agrees to furnish a thirty (30) day notice to the Commissioners.

3. Cost of Operations: The Vendor must assume all costs of its employees, services, and supplies, including, but not specifically limited to, at least, telephone, rent, gasoline, oil, maintenance, materials, communications systems, and equipment, to adequately provide EMS to the Baker ASA. Please break out the costs of operations to those responses within the Baker City limits and to the areas outside of the city limits but still within the Baker ASA.

4. Bonding: Performance and Payment Bonds are required when a service contract is awarded in excess of twenty-five thousand dollars (\$25,000). The following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract:

a. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Oregon or otherwise secured in a manner satisfactory to the County, in an amount equal to one hundred percent (100%) of the price specified in the contract for the full term of the contract; and

b. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Oregon or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided in the contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the contract for the full term of the contract.

The Vendor shall bear the cost of the bonds. No service shall be rendered and any Agreement shall not be effective until the Vendor awarded the service furnishes the County with certificates of insurance and bonds that meets these specifications.

5. Patients Experiencing Financial Hardship: The Vendor agrees to provide discounts to those

parties who are experiencing a severe financial hardship consistent with its proposed credit collection policy, as agreed to by the County. The Vendor shall work with the Emergency Management Director to provide a framework of how this will be implemented to the mutual satisfaction of the Vendor and the County.

D. Reporting Requirements

1. Monthly Service Reporting: The Vendor will keep statistical monthly reports in a form acceptable to the County. Each monthly report shall be completed no later than the fifteenth day of each month following the month reported. These reports shall be sent to the Emergency Management Director and include, at least the following HIPAA-compliant information:
 - a. Number of Calls: (i) Daily; (ii) Weekly; and (iii) Monthly.
 - b. Calls categorized as follows: (i) ALS; (ii) BLS;
 - c. Dispatching Log: (i) Sequential listing of all emergency responses to include, at least, dates, time of call, time of arrival on scene, time spent at scene, transport time to hospital, what hospital transported to point of entry or refusal of care, no patient, DOA, and chief complaint; (ii) Names, dates of birth, addresses, and reason for transport
 - d. County/city call break outs.
2. Financial Reporting: The Vendor shall compile a quarterly report, in an electronic format acceptable to the County, of its complete rate structure and volume of business generated by the Baker ASA, with summaries of all charges and receivables by source. This report shall be provided regularly to the Emergency Management Director.
3. Inspection Reports: The Vendor must forward immediately a copy of all inspection reports issued by the Oregon Health Authority as they pertain to the County. Any deficiencies noted must be corrected immediately. The Vendor shall notify the Commission as to how it intends to correct the deficiencies and further notify the Commission that all deficiencies have been corrected.
4. Infectious Disease Exposure Tracking: The Vendor shall establish a mechanism to collect data (such as run sheets, for example) regarding the County/ City employees assisting in an EMS response. This is to ensure timely communications regarding any clinical infectious disease exposure. The Vendor shall notify immediately the personnel involved as well as the Emergency Management Director.
5. Accident Reporting: Whenever the Vendor files an Accident Report with a law enforcement agency the Vendor shall at the same time submit copies of any reports to the Emergency Management Director.
6. Criminal Activities Reporting: The Vendor will notify the Sheriff's Office, within twenty-four (24) hours of discovery, when any of the Vendor's employee are targets of any criminal investigations, involved as a driver in any motor vehicle accident, or criminally arraigned, regardless of where the underlying incident occurred.
7. Licensure Status Reporting: The Vendor shall immediately notify the Commission if at any time during the term of the contract, the Vendor's license to operate an ambulance service is modified, suspended, revoked, or been refused renewal by the State of Oregon OHA. The Vendor shall forward to the Commission and City manager all copies of the correspondence received and sent relative to the above matters, should they occur during the term of the contract. Any action outlined above, or application or proceeding to the same effect, may, at the option of the County, be considered just cause for immediate termination of this Agreement.
8. Response Time Violation Reporting: If the response time to any call exceeds fifteen (15) minutes, the Vendor must notify the Emergency Management Director in writing within twenty-four (24) hours, providing a full explanation including, but not specifically limited to, the following information; the date, time, location of the call, nature of the emergency services provided, actual response time, and a full and complete explanation as to why the response time of

fifteen (15) minutes was not achieved.

9. Monthly Response Time Reporting: If, for any one-month period of the contract, response times do not meet the standard of six (6) minutes, for seventy-five (75%) percent of incidents, the Vendor must notify the Chief in writing within seven (7) days, providing a full explanation of the situation, and a plan of corrective action.

10. Additional Documentation: The Vendor must provide evidence of, at least, the following employee policies and information:

- (i) Drug and Alcohol Testing Policy and Program;
- (ii) Compliance with Health Insurance Portability and Accountability Act;
- (iii) Ability to maintain on hand, or to obtain from an other entity in a reasonable period of time, sufficient inventory to provide for MCI or extended operations;
- (iv) Ability to meet computerized reporting requirements of TEMSIS;
- (v) Quality Assurance Program to include, at least, all First Responders on a quarterly basis;
- (vi) Orientation and Training Guidelines for employees;
- (vii) Written standard operating procedures for emergency operations, dispatch, additional staff call-in, and ambulance inspections;
- (viii) Vehicle Maintenance Program; and
- (ix) Criminal Background Check Policy.

11. Periodic Reviews of Vendor's Performance: The Baker County Board of Commissioners may, at their discretion, appoint an Ambulance Service Review Committee, consisting of the following persons, or their designee:

- (i) a Commissioner;
- (ii) Emergency Medical Director;
- (iii) Police Chief;
- (iv) Fire Chief;
- (v) Sheriff, and
- (vi) Emergency Management

The Committee will have the authority to review the Vendor's performance.

The review sessions will be held, if requested, by the Committee or the Vendor for the following purposes:

- (i) to ensure the Vendor's continued compliance with the provisions of the Agreement;
- (ii) to review response times and ALS calls;
- (iii) to review paramedic ALS skill performance;
- (iv) to address and resolve specific issues or problems; and
- (v) to generally coordinate EMS operations in the Baker ASA or any other issue or concern the Committee has regarding the Vendor's performance that the Committee believes may affect the health or safety of County residents.

3.2 PROPOSAL REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the goods or services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further.

Proposal should not include extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal, unless requested. Proposal should be straightforward and address the requests of the RFP. Proposal containing unsolicited marketing or advertising material may receive a lower

evaluation score if specific information is difficult to locate.

Firms interested in submitting proposals for the Emergency Ambulance Services as detailed in this RFP shall submit five (5) original hard copy proposals and one (1) .pdf copy on a flash drive. Proposals shall be signed by an authorized representative, failure to do so may subject the proposal to rejection by the County. Proposals must address the following items which will be used as the Evaluation Criteria;

A. Vendor Personnel, Equipment, and Service Requirements: Please describe in detail the training and experience of its personnel, the quantity and quality of the equipment the Vendor intends to deploy, and how it will meet the service requirements described in this RFP if awarded a contract resulting from this proposal. Please include in your answer, at least, the following information:

1. Minimum Required Training and Experience of Vendor Personnel: Please describe how you intend to provide personnel, including EMTs, Paramedics, and Supervisors. Please include in your description, at least, without personal identifying information, but in the aggregate, how many employees you presently employ, including the number of EMTs, paramedics, and supervisors, how many other employees, including supervisory and management personnel, the licenses and certifications the employees hold, their levels of experience in their particular role, the number of EMT advanced and paramedics, you intend to deploy in the Baker ASA, and the minimum levels of training and experience in their particular role of those occupations you intend to deploy in the course of the contract. Please also describe how you intend to manage and supervise the EMTs and paramedics deployed in the Baker ASA. Please describe all requirements for any new hires, if different.

2. Ambulance Staffing: Please describe how you intend to staff each ambulance with paramedics and EMTs. Please include in your description, at least, how many ambulances you intend to deploy in the Baker ASA and for how long each day, what level of service each ambulance will provide, the make, model, and year of each vehicle, who will own, operate, and maintain each vehicle listed, how many EMTs and paramedics each ambulance at each level of service will contain, how and under what circumstances you intend to provide more ambulances than the minimum, any vehicles, besides ambulances, you intend to deploy to the Baker ASA on a daily, regular, or irregular basis, and any previous situations where you failed to meet a committed level of service of staffing in a similar sized community and what actions did you take when you fell below your committed level.

3. Technology and Communication Equipment: Please describe how you intend to satisfy the RFP requirements regarding communication equipment. Please include in your description, at least, the communication equipment you intend to provide to your employees, the number, make, and model of mobile, portable radios and cellular telephones you intend to provide each vehicle and/or employee you intend to deploy in the Baker ASA.

4. Mutual Aid and Regional Support: Please describe in detail the Vendor's current and planned activities in the following areas: (i) regional MCI support, including equipment and personnel; and (ii) participation and leadership roles in regional and state-wide public safety organizations. Please also describe any existing or anticipated mutual aid agreements with other ambulance services you presently have or intend to seek.

5. Plan to Meet Response Times Requirement: Please describe how you intend to satisfy the RFP requirements regarding response times from the receipt of a call by the Vendor to the scene of a medical emergency. Please also include in your description what corrective measures you would intend to take if you fail to meet these response time requirements.

6. Garaging of Vehicles: Please describe your intended arrangement for garage space and living quarters for the employees you intend to deploy.

B. Support for the County and Community:

1. Emergency Management: The Emergency Management Director for the County has numerous public safety responsibilities, including preparing for, and coordinating the response to major events, staffing and managing the County's emergency operations center. Please describe (i) your plans to interface and integrate the Vendor as the EMS provider into the County's Incident Command System structure, specifically including responding to weather and special events, such as community events, major storms, blizzards, floods, parades, and sporting events; (ii) your vision of EMS involvement in the emergency operations center structure and what training you have in place and intend to add for that involvement.

2. Community Support: Please describe in detail any free, for fee, open, pre-existing training and support the Vendor or its personnel would be willing to provide to community, such as CPR, First Aid, drug awareness and treatment education, and AED training. Please include in your description, at least, the types of training, the accreditation body for each type of training, the cost to residents, and staffing to be offered, provided the above does not violate the federal anti-kickback statute.

3. Special Events Services: Please describe what additional services you would be willing to commit during "Special Events," described above. Please include in your description, at least, the event or types of events, the employees, equipment, and services to be provided for each type of event, and the minimum level of training and experience of personnel.

C. Rates: Please describe the initial schedule of rates to be charged to recipients of ambulance services. Please also describe the Vendor's proposed credit collection policy, which shall be subject to approval by the County.

D. Reimbursement of System Services: The County solicits these services as part of the comprehensive regulatory program to manage effectively the delivery of superior EMS. The County also solicits these services to provide an open, transparent, and competitive bidding method to develop EMS consistent with, but not required by, state government procurement law. Furthermore, the County seeks proposals from the Vendor on reasonable reimbursement for services the County will provide the Vendor that relate directly to the EMS the Vendor will offer to the County's residents. The County does not seek overpayment for its services, nor a fee directly or indirectly based upon the volume or value of the EMS referrals from this solicitation. Instead, the County seeks partial offset of actual costs for the County's operations because of the Vendor's proposed services. Therefore, please describe whether the Vendor would reimburse the County for any part of the services the County will deliver in response to this solicitation, including, but not specifically limited to, at least, under what circumstances the Vendor will reimburse the County, what service the Vendor will reimburse, what percentage of actual costs incurred by the County, and any other information or scenario the Vendor believes necessary to understand its proposal here. Examples would include radio tower repeater maintenance, Computer Aided Dispatch (CAD), Dispatch records requests...

E. Fee for Service: The fee you will charge the County to provide Pre Hospital Care Emergency Medical Ambulance Services, as described in this RFP, for the duration the contract broken out by city and county responses.

****Compliance with Federal and State Law:** The County intends, and expects the Vendor, to comply

with all state and Federal laws involving this solicitation, specifically including, but not specifically limited to, at least, 42 U.S. Code § 1320a-7b(b), and how that statute has been interpreted by the United States Department of Health and Human Services, Office of the Inspector General. To further ensure compliance, any solicitation the County deems the most advantageous to the County will be subject to that office's review before implementation.

- A. **Time for Performance of Services:** Time is of the essence for the provision of all services made under this contract. The Vendor shall commence work in accordance with the Agreement.

- B. **Enumeration of Contract Documents:** The following list of documents form the entire agreement between the County and Vendor and are fully a part of the contract as if attached to this document or repeated herein:
 - 1. The Contract to be signed after award;
 - 2. Any amendments, modifications, or other mutually agreed upon change orders;
 - 3. This "Request for Proposals – Pre Hospital Care Emergency Medical Ambulance Services";
 - 4. The Vendor's response to the County's "Request for Proposals – Pre Hospital Care Emergency Medical Ambulance Services";
 - 5. All required certifications, permits, or licenses; and
 - 6. All required certificates of insurance and endorsements, certificate of corporate vote, or other authorization to act; and certificate of corporate status or proof of legal organizational status.

If a conflict arises between any of the documents listed above, the order of precedence shall be that language contained in the document higher in the list shall prevail over any conflicting document lower in the list of enumerated contract documents.

C. **Designated Representatives:** The Emergency Management Director shall be the contract administrator, 1995 Third Street, Baker City, OR 97814, the Vendor shall designate their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this contract at the addresses stated above, unless more specifically defined elsewhere. Any reference in this RFP to the authority of the County shall also include the authority of their designee to exercise the official's authority, if the relevant County official notifies the Vendor in advance.

D. **Non-Emergency Work:** The contract shall in no event cover non-emergency work that the Vendor may wish to do. The charges and conditions under which non-emergency work is to be done within the Baker ASA shall be a matter of a separate contract between the Vendor and the individual user of the non-emergency service.

E. **Insurance:** The Vendor shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Liability coverages, the Vendor is required by this Agreement to name the County as an additional insured and to provide the County with certificates and endorsement pages of insurance coverage indicating the County has been added as an additional insured under all insurance coverages required by this Agreement.

1. Worker's Compensation: Workers' Compensation and Employer's Liability Part B coverage in the amounts as may be required by the State of Oregon.
2. General Liability: General Liability coverage of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit, with a \$3,000,000 aggregate limit.
3. Auto Liability: Auto Liability coverage of at least \$1,000,000 Bodily Injury and Property Damage per accident.
4. Professional Liability: Professional Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.
5. Umbrella Liability: Umbrella liability coverage of at least \$2,000,000 per occurrence and \$2,000,000 aggregate.

3.2.1 Proposer Information and Certification Sheet

Proposer shall complete and submit the Information requested in Attachment B.

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP and attachments are published in the paper of record for Baker County. The RFP will also be sent to those that received and responded to the Letter of Interest.

Modifications, if any, to this RFP will be made by written Addenda. Addenda are incorporated into the RFP by this reference.

4.2 PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will not be held for this RFP.

4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email;
- Reference the RFP number;
- Identify Proposer's name and contact information;
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule.

4.4 SOLICITATION PROTESTS

4.4.1 Protests

If a proposer wishes to object to any aspect of procurement, the proposer may file a written protest at the County Commissioner's Office. The protest must include all grounds for the protest and all supporting evidence, in the form of documents,

affidavits and the like. A protest must be filed promptly, as soon as the protester knows of the grounds for the protest. Protest of any aspect of request for proposals must be filed before solicitation closing date. County will notify all proposers of intent to award five (5) days before contract takes affect. All protests regarding contract award must be filed before contract takes affect.

4.5 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. Agency is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

Delivery through Mail or Parcel Carrier

A Proposal may be submitted through the mail or via parcel carrier, and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be sent to the attention of the SPC at the address listed on the Cover Page.

Delivery in Person

A Proposal may be hand delivered, and must be clearly labeled and submitted in a sealed envelope, package or box. A Proposal will be accepted, prior to Closing, during Agency's normal Monday – Friday business hours of 8:00 a.m. to 5 p.m. Pacific Time, except during State of Oregon holidays and other times when Agency is closed. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be delivered to the attention of the SPC at the address listed on the Cover Page.

4.6 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal it must submit its modification in one of the authorized methods listed in the Proposal Delivery Options section. To be effective the notice must include the RFP number and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a Written notice signed by an authorized representative of its intent to withdraw to the SPC via email prior to closing in accordance with OAR 125-247-0440. To be effective the notice must include the RFP number.

4.7 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Closing. All Proposal modifications or withdrawals must be received prior to Closing.

A Proposal received after Closing is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.8 PROPOSAL REJECTION

Agency may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer’s authorized representative sign the Proposal.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on Agency’s acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

4.9 EVALUATION PROCESS

4.9.1 Responsiveness and Responsibility determination

4.9.1.1 Responsiveness determination

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with Minimum Qualifications section and Proposal Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected, however, Agency may waive mistakes in accordance with OAR 125-247-0470.

4.9.2 Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change and Agency may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed below in this section up to the maximum points available in the Point and Score Calculation section.

SCORE	EXPLANATION
100% of available points	OUTSTANDING - Response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter and project. The Proposer provides insight into its expertise, knowledge, and understanding of the subject matter.
60% – 90% of available points	VERY GOOD – Response provides useful information, while showing experience and knowledge within the category. Response demonstrates above average knowledge and ability with no apparent deficiencies noted.
50% of available points	ADEQUATE – Response meets all requirements in an adequate manner. Response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the Proposer.
10% – 40% of	FAIR – Proposer meets minimum requirements, but does not demonstrate sufficient knowledge of the subject matter.

available points	
0% of available points	RESPONSE OF NO VALUE – An unacceptable response that does not meet the requirements set forth in the RFP. Proposer has not demonstrated knowledge of the subject matter.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

4.10 RANKING OF PROPOSERS

The SPC will average the scores for each Proposal in a given round of competition (calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members).

The County will rank all Proposers at the conclusion of the evaluation and scoring and may, in County’s sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional rounds are conducted, the County will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

POINTS POSSIBLE		100
3.3, A - 1	Minimum Required Training and Experience of Vendor Personnel	15
3.3, A - 2	Ambulance Staffing	10
3.3, A - 3	Technology and Communication Equipment	5
3.3, A - 4	Mutual Aid and Regional Support	10
3.3, A - 5	Plan to Meet Response Times Requirement	10
3.3, A - 6	Garaging of Vehicles	5
3.3, B, 1-3	Support for the County and Community	15
3.3, C	Rates	15
3.3, D	Reimbursement of System Services	5
3.3, E	Fee for Service	10

4.11 NEXT STEP DETERMINATION

At the conclusion of the scoring, the County may choose to conduct additional round(s) of competition if in the best interest of the County. Additional rounds of competition may consist of, but will not be limited to:

- Interviews
- Presentations/Demonstrations/Additional Submittal Items

- Discussions and submittal of revised Proposals
- Serial or simultaneous negotiations
- Best and Final Offers

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

The County, if it awards a Contract, shall award a Contract to the highest ranking Responsible Proposer based upon the scoring methodology and process described in Section 4. The County may award less than the full Scope defined in this RFP.

5.1.2 Intent to Award Notice

The County will notify all Proposers in Writing that the County intends to award a Contract to the selected Proposer subject to successful negotiation of any negotiable provisions.

5.1.3 5.1.3 Protest Protests

County will notify all proposers of intent to award five (5) days before contract takes affect. All protests regarding contract award must be filed before contract takes affect.

5.2 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

The proposer selected for a Contract award under this RFP will be required to submit additional information and comply with the following:

5.2.1 Insurance

Prior to award, Proposer shall secure and demonstrate to the County proof of insurance as required in this RFP or as negotiated.

Insurance: The Vendor shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Liability coverages, the Vendor is required by this Agreement to name the County as an additional insured and to provide the County with certificates and endorsement pages of insurance coverage indicating the County has been added as an additional insured under all insurance coverages required by this Agreement.

1. Worker's Compensation: Workers' Compensation and Employer's Liability Part B coverage in the amounts as may be required by the State of Oregon.
2. General Liability: General Liability coverage of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit, with a \$3,000,000 aggregate limit.
3. Auto Liability: Auto Liability coverage of at least \$1,000,000 Bodily Injury and Property Damage per accident.
4. Professional Liability: Professional Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

5. Umbrella Liability: Umbrella liability coverage of at least \$2,000,000 per occurrence and \$2,000,000 aggregate

5.2.2 Taxpayer Identification Number

Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by the County or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

5.2.3 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

5.2.4 Nondiscrimination in Employment

As a condition of receiving the award of a Contract under this RFP, Proposer must certify by their Signature on Attachment B, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

5.2.5 Pay Equity Compliance

As required by [ORS 279B.235 or ORS 279C.520], Vendor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Commencing on January 1, 2019, Vendor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Vendor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Vendor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Vendor may not prohibit any of Vendor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Vendor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

5.3 CONTRACT NEGOTIATION

5.3.1 Negotiation

After selection of a successful Proposer, County may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract (Attachment A).

Proposer shall review the attached Sample Contract.

Proposer must submit those exceptions to the County during the Questions / Requests for Clarification period set forth in Section 1.2. Unless the County agrees to modify any of the terms and conditions, County intends to enter into a Contract with the successful Proposer substantially in the form set forth in Sample Contract (Attachment A).

It may be possible to negotiate some provisions of the final Contract; however, County is not required to make any changes and many provisions cannot be changed. Proposer is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased cost to the State/County. Therefore, the County will consider the Scope of requested exceptions in the evaluation of Proposal.

Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.

The County is willing to negotiate the Statement of Work and the following sample contract.

In the event that the parties have not reached mutually agreeable terms within 90 calendar days, Agency, at its discretion, may terminate Negotiations and commence Negotiations with the next highest ranking Proposer.

SECTION 6: ADDITIONAL INFORMATION

6.1 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, the County encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. The County also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz>

6.2 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon and Baker County. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Baker County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or consent to the jurisdiction of any court.

6.3 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection after Agency issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of Agency. By submitting a Proposal in response to this RFP, Proposer grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.4 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

Pursuant to ORS 279B.100, County may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the County. The County is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

6.5 COST OF SUBMITTING A PROPOSAL

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

ATTACHMENT A: CONTRACT TERMS AND CONDITIONS

GENERAL TERMS

1. **Assignment and Delegation:** Neither party to any resulting contract may assign or delegate any portion of the contract without the prior written consent of the other party.
2. **Indemnification:** The Vendor agrees to indemnify and hold harmless the County, its agents, servants and employees against all claims, demands and judgments made or recovered against them for damages to real or tangible personal property or for bodily injury or death to any person, or any claim arising out of, or in connection with this RFP, where such damage, injury, death or claim was caused by the negligence of Vendor. County agrees to notify Vendor promptly of any claim or demand, and to cooperate with Vendor in a reasonable way to facilitate the settlement or defense of such claim or demand.

This subsection applies to all tort claims, except claims for professional liability. Vendor shall defend, indemnify and hold harmless County, its officers, agents, and employees from any and all claims, actions, judgments, court costs, and other expenses resulting from injury to any person or damage to property, of whatsoever nature arising out of the activities of vendor pursuant to this contract (including but not limited to, the acts and omissions of vendor's officers, employees, agents, and subcontractors).

Vendor will not be held responsible for damages directly, solely, and proximately caused by the negligence or other tortuous acts of County.

This subsection applies only to tort claims arising out of professional services provided under this contract. Vendor shall indemnify and hold harmless County, its officers, agents, and employees from any and all claims, actions, judgments, court costs, and other expenses resulting from injury to any person or damage to property resulting from the professional negligent acts, errors, or omissions of consultant in performance of the services under this contract (including but not limited to, the professional negligent acts, errors, or omissions consultant's officers, employees, agents, and subcontractors).

3. **Ownership of Contract Products/Services:** Submissions, upon established opening time, become the property of the County. All products/services produced in response to the contract resulting from this RFP will be the sole property of the County, unless otherwise noted in the RFP. The contents of the successful Vendor's submission will become contractual obligations.
4. **Non-Discrimination:** The Vendor shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.
5. **Contract Re-Negotiation:** The County reserves the right to renegotiate the terms of the contract due to changes in the regulatory climate.
6. **Contract Cancellation:** The County reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the Vendor. In this event, the County agrees to compensate Vendor for services rendered through the date of cancellation.

7. **Contract Relationship:** It is distinctly and particularly understood and agreed between the parties hereto that the state of Oregon and the County are in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Vendor or with the employment of labor or the incurring of expenses by the Vendor. Said Vendor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Vendor shall exonerate, indemnify and hold the state of Oregon and the County harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Vendor's employees engaged in performance under this Agreement. The Vendor will maintain any applicable worker's compensation insurance and will provide certificate of same if requested.

8. **State and Federal Prevailing Rates of Wage:** It will be the responsibility of the Vendor to fully comply with the state prevailing rates of wage under ORS 279C.800 to 279C.870 and the federal prevailing rates of wage under the Davis-Bacon Act (40 U.S.C. 3141 et seq.)

9. **Special Terms Govern:** In the event of any conflict between these standard terms and conditions and any special terms and conditions included in a contract, the special terms and conditions will govern.

10. **Force Majeure:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, riots, war, civil unrest, national or state emergencies, acts of terror or unusually severe weather, provided that in all cases the Vendor shall notify the County promptly in writing of any cause for delay and the County concurs that the delay was beyond the control and without the fault or negligence of the Vendor. If reasonably possible, the Vendor shall make every reasonable effort to complete performance as soon as possible.

11. **Governing Law and Severability:** This Agreement shall be construed in accordance with, and governed by, the laws of the state of Oregon. Any action to enforce the provisions of this Agreement shall be brought in state district court in Baker County, Oregon. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

12. **Default:**

a. There will be a default under this contract if either party materially fails to comply with any provision of this contract within fifteen days after the other party gives written notice specifying breach. If the breach specified in the notice cannot be completely cured within the fifteen day period, no default will occur if the party receiving the notice begins curative action within the fifteen day period and thereafter proceeds with reasonable diligence and in good faith to the cure the breach as soon as practicable.

- b. Notwithstanding subsection (a) of this section, either party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party repeatedly, materially breaches the terms of this contract.
 - c. In the event of a default, before either party may bring an action in any court concerning this contract, such party must first seek in good faith to resolve the issue through negotiation or mediation.
 - d. Pending final resolution of a dispute, the parties shall proceed diligently with the performance of this contract, unless County decided to suspend payments and gives consultant written notice of that decision.
 - e. If a default occurs and it is not resolved under subsection (c) of this section above, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law.
 - f. Any litigation arising out of this contract must be conducted in Circuit Court of the State of Oregon for Baker County.
 - g. In the event of any breach of this contract by consultant, County's cause of action against consultant will not be deemed to accrue until County discovers such breach, or should have, with reasonable diligence, discovered such breach. However, the preceding sentence will not be construed to allow County to prosecute an action against consultant beyond the maximum time limitation provided by Oregon law.
13. Officials, Agents and Employees of the County Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the County be in any way personally liable or responsible for any covenant or agreement contained in this contract whether express or implied, nor for any statement, representation or warranty made herein or in any connected with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

ATTACHMENT B: VENDOR RESPONSE

This attachment provides information about the response required from the Vendor. The first section provides details about submitting the Vendors response, including what must be sent, the number of copies and the time and date of the deadline. The Vendor’s Profile must be filled in and submitted by the Vendor as part of its response.

PART 1: QUALIFICATION SUBMISSION

General information:

Refer to the RFP and respond to each of the proposal requirements in section 3.2.

Submissions that are materially at variance with requirements and that require a major rewrite may not be accepted. Failure to complete any questions in whole or in part may be grounds for rejection.

All submissions become the property of County and will not be returned to the Vendor.

All costs associated with submission preparation or interviews are the responsibility of the submitting Vendor.

Submissions may be modified or withdrawn in writing by Vendor prior to the due date and time.

Submit the above and following Vendor Profile with:

Quantity: Five (5) hardcopy/paper submissions. Clearly mark one (1) submission as “ORIGINAL” and One (1) pdf copy on a USB Drive.

Packaging and Delivery

Cover Sheet: Include a Cover Sheet to accompany each of the above submittals, as given below:

To: Jason Yencopal – Emergency Management Director
Baker County – Commissioners Office
1995 Third Street
Baker City, OR 97814

Date: _____
From: _____

Firm Name: _____
Address: _____
General Phone Number: _____
Contact Person: _____
Name: _____ **Title:** _____
Phone: _____
Fax: _____
E-mail Address (if applicable): _____
Name: _____ **Title:** _____
Signature: _____ **Date:** _____

Submit the number of proposals as indicated above to:

Heidi Martin – Executive Assistant
Baker County – Commissioners Office
1995 Third Street
Baker City, OR 97814

Due Date:

Submittals must be received at the above address on or before Monday, October 7, 2019, by 4:00 PM (PST). Late submissions may not be accepted.

For further information, please contact:

Jason Yencopal – Emergency Management Director
Baker County – Commissioners Office
1995 Third Street
Baker City, OR 97814
jyencopal@bakercounty.org
Phone: 541.523.9669
Fax: 541.523.8201

PART 2: VENDOR PROFILE

1. General Firm Information

Firm Name: _____

Mailing Address: _____

Physical Address: _____

Names, Titles and Phone Numbers of two principal contact persons:

_____	_____	_____
Name	Title	Phone

Submittal is for:

- Parent Company
- Subsidiary
- Division
- Branch Office

List any Division or Branch Offices that participated materially in the development of the submission and would participate materially in the conduct of any services provided.

Name of Office: _____

Address: _____

Name and Address of Parent Company (if applicable)

Name: _____

Address: _____

Former Name(s) of Firm (if applicable)

Name: _____

Address: _____

2. Date Prepared: _____

3. Type of Firm:

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

4. Federal Employer Identification Number: _____

5. Year Firm Established: _____

6. Five-year summary of contract values for similar related services:

2013: \$ _____

2014: \$ _____

2015: \$ _____

2017: \$ _____

2018: \$ _____

Estimate of total value for all similar-related contracts that are currently in force:
\$ _____ (total value) as of _____ (date).

7. **Corporate Background:**

a. **Years Under Present Name.** How many years has your firm been in business under its present business name? _____ Years

b. **Former Names.** Indicate all other names by which your organization has been known and the length of time known by each name.

NAME: _____ YEARS: _____

NAME: _____ YEARS: _____

c. **Years in Business.** How many years has your firm been providing similar services as defined in the RFP? _____ years.

d. **Number of Contracts.** Indicate the number of contracts implemented by your firm. (NOTE: If this response is submitted by a branch office or division of a parent company, indicate the number of projects that have been managed directly by the specific branch or division.)

e. **State Qualification.** Identify all states in which your firm is legally qualified to do business

f. **Lawsuit Involvement.** Provide information on any lawsuit involvement.

National Labor Relations Board or Similar Involvement. Has your firm been involved in any lawsuits, administrative proceedings or hearings involving the National Labor Relations Board, the Occupational Safety and Health Administration or other state or federal agencies during the past five (5) years? ___ Yes ___ No.

If yes, please identify the nature of the claim and the ultimate resolution of the proceeding.

8. Financial Information

- a. **Financial Statement.** Attach audited financial statements (including total revenue, net income and total assets) for each of the last three (3) years. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include balance sheet, income statement, as well as statements of cash flows and change in financial position. Include information to attest to the accuracy of the information provided.
- b. **Statement of Financial Conditions.** Attach the most recent annual Statements of Financial Conditions, including balance sheet, income statement and statement of cash flow, dated within the past twelve (12) months.
- c. **Accounting Firm Information.** If these financial documents (8.a. and 8.b.) were not produced in-house, indicate the name, address and phone number of the firm(s) that prepared these financial documents.

9. Attachments. List all attachments created to address additional information. List by number and heading in this Vendor Profile. If a computer-generated form is used, detailed descriptions can be included in the appropriate section rather than prepared as an attachment.

Item #	Heading Name
Attachment for # _____	_____
Attachment for # _____	_____
Attachment for # _____	_____
Attachment for # _____	_____