

MORROW COUNTY,  
OREGON REQUEST FOR  
APPLICATIONS FOR  
*Ambulance Services*  
MORROW COUNTY, OREGON



Issue Date: May 8, 2024

Issuing Office: Morrow County Board of Commissioners  
Contact: Matthew Jensen, County Administrator  
Address: 110 N Court Street, Room 201, Heppner, Oregon, 97836  
Phone: (541) 676-2529  
E-mail: [mjensen@co.morrow.or.us](mailto:mjensen@co.morrow.or.us)

Closing Date: 2:00 P.M., June 3, 2024

FAXED APPLICATIONS WILL NOT BE ACCEPTED

MORROW COUNTY,  
OREGON REQUEST FOR  
APPLICATIONS ("RFA")  
Public Notice

The Morrow County Board of Commissioners is seeking an ambulance service provider to fulfill services in each of its three ambulance service areas as defined by the Morrow County Ambulance Service Plan.

The RFA document may be obtained from the undersigned at 110 N Court Street, Room 201, Heppner, Oregon 97836 or by calling (541) 676-2529 Monday through Friday 8:00 a.m. - 5:00 p.m. The RFA is also available on the web at <https://www.co.morrow.or.us/administration/page/ambulance-service-provider-rfa>. Any party downloading the RFA packet from the web will be responsible to check with the County Administrator, by phone (541) 676-2529, or email at [mjensen@co.morrow.or.us](mailto:mjensen@co.morrow.or.us), or online at the above referenced link, for any addenda issued for this project.

Questions pertaining to the scope of work should be directed to the Morrow County Administrator's office.

Sealed Applications shall be received by the County Administrator no later than 2 p.m., June 3, 2024, at the address listed on the front page of the RFA. Applications may be delivered via U.S. Mail or courier, or hand delivered. Applications shall be sent to the attention of Matthew Jensen, County Administrator. Late, faxed or electronically transmitted Applications shall not be accepted.

Morrow County may reject any Application not in compliance with all prescribed public bidding procedures and requirements and may for good cause reject any or all Applications upon a finding of the agency it is in the public interest to do so.

Matthew Jensen  
County Administrator

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## 1. INTRODUCTION

### 1.1. OVERVIEW, OBJECTIVES, AND BACKGROUND

- 1.1.1. Overview.** Morrow County is seeking Applications to provide ambulance services in each of the three Ambulance Service Areas of the County. The selected applicant(s) will provide 24 hours a day, 365 days a year, to those in need of service within the Ambulance Service Area, and as mutual aid requests dictate.
- 1.1.2.** This Request for Applicants is being issued by the Morrow County Board of Commissioners Office. Applications must be submitted to Matthew Jensen, County Administrator, 210 North Court Street, Room 201, Heppner, OR 97836, no later than 2:00 p.m., June 3, 2024.
- 1.1.3.** The objective of the RFA is to identify a qualified ambulance provider that can offer the highest quality service in as efficient and timely a manner possible at the best value to residents of Morrow County.
- 1.1.4.** Applicants may submit Applications for multiple Ambulance Service Areas.
- 1.1.5.** To ensure consideration, proper identification and handling, the Application must be clearly marked with the Ambulance Service Area it is pertaining to as follows:

<b><i>Northern Ambulance Services</i></b>
<b><i>North East Ambulance Services</i></b>
<b><i>Southern Ambulance Services</i></b>

- 1.1.6.** Morrow County will not be responsible for identifying and handling any Application that is not submitted this way. Failure to so label may result in disqualification of your Application.

### 1.2. PURPOSE

- 1.2.1.** The Morrow County Board of Commissioners invites written Applications to enter into a contract for the assignment of an ambulance service area within the County pursuant to the provisions of the Ambulance Service Plan and Ordinance adopted by the County.
- 1.2.2.** All qualified applicants are invited to respond to this RFA by submitting an Application consistent with the terms, conditions, and specifications stated herein.

### 1.3. SCHEDULE

<b><u>Event</u></b>	<b><u>Due Date</u></b>
Date of Issuance	May 8, 2024
Written Questions	May 22, 2024
RFA Closing	June 3, 2024 @ 2:00pm
Application Opening	June 3, 2024
Review and scoring (approx.)	June 12, 2024
Recommendation to the Board	June 19, 2024
Issuance of Notice of Intent to Assign (approx.)	June 19, 2024
Assignment Objections (approx.)	June 29, 2024
Assignment Agreement (approx.)	July 3, 2024

### 1.4. DEFINITIONS

- 1.4.1.** For general definitions, which are incorporated by reference herein.
- 1.4.1.1.** “**ASA**” means Ambulance Service Area.
- 1.4.1.2.** “**ASP**” means the Ambulance Service Plan.
- 1.4.1.3.** “**BOC**” means the Board of Commissioners of Morrow County.
- 1.4.1.4.** “**County**” means Morrow County.
- 1.4.1.5.** “**RFA**” means this Request for Applications.
- 1.4.1.6.** “**Scope of Work**” means the provision of ambulance services as set forth in the 2024 Morrow County Ambulance Service Ordinance and the attached Morrow County 2024 Ambulance Service Plan.

## 1.5. SCOPE OF WORK

- 1.5.1. **Issuing Office.** This Request for Applications is being issued by the Morrow County Board of Commissioners.
- 1.5.2. **Objective.** Morrow County is seeking Applications to provide ambulance services in each of the three Ambulance Service Areas.
- 1.5.3. **Assignability.** The successful respondent shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under this Agreement to any other person, firm, partnership, company, or corporation without the previous written consent of the BOC of Morrow County.
- 1.5.4. The ASA designations are described in the ASP and mapped in Appendix #1 to the ASP.

## 2. APPLICATION REQUIREMENTS

### 2.1. PRE-APPLICATION MEETING

None. There have been extensive discussions and public meetings regarding development of the terms and conditions of the ASP.

### 2.2. SUBMISSION OF APPLICATIONS

- 2.2.1. Applications shall be sent to the attention of and be received by Matthew Jensen, the County Administrator, no later than the closing date and time listed on the front page of this RFA and labeled “**Ambulance Services.**” Applications may be delivered via U.S. Mail, express courier or hand-delivered. Late, electronically transmitted or faxed Applications shall not be accepted.

### 2.3. MINIMUM APPLICATION REQUIREMENTS

- 2.3.1. An Application shall meet the minimum Application requirements described in the Application Cover Sheet, Attachment A and include section 2.5 information.

### 2.4. TECHNICAL APPLICATION REQUIREMENTS

- 2.4.1. The Application shall describe how the Applicant shall meet each of the technical requirements described in the Scope of Work in Section 1.5, including identification of key persons who shall perform the work. This Application shall be evaluated as described in Section 4.

#### 2.4.2. Responsive and Responsible Determinations

2.4.2.1. **Responsive.** To be considered responsive, the Application shall substantially comply with all requirements of the RFA and address all of the provisions of Section 7(d) of the ASP. Prior to assignment of an ASA, the County intends to evaluate whether the apparent successful Applicant meets the applicable standards of responsibility identified in the ASP. In doing so, County may investigate the Applicant and request information in addition to that already required in the RFA, when the County, in its sole discretion, considers it necessary or advisable.

2.4.2.2. **Responsible.** County reserves the right to investigate and evaluate, at any time prior to award and execution of the ASA the apparent successful Applicant’s financial ability to perform the services in the ASA and ability to cooperatively work with other ASA Providers, if necessary. The County shall notify the apparent successful Applicant in writing of any other documentation required, which may include but is not limited to: recent profit-and-loss history; current balance sheets; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in Application rejection.

- 2.4.3. County may postpone assignment of the ASA after announcement of the apparent successful Applicant in order to complete its investigation and evaluation. Failure of the apparent successful Applicant to demonstrate responsibility or ability to perform the requirement of the ASP shall render the Applicant non-responsible and constitute grounds for Application rejection.

### 2.5. APPLICATION FORM AND CONTENT

- 2.5.1. **Application Cover Sheet.** The Applicant shall sign and submit the Application Cover Sheet and Certifications (see Attachment A). Applications shall address the Application and submission requirements set forth in the RFA and shall describe how the Services shall be provided, including address the requirement of Section 7(d) of the ASP. Applications that merely offer to provide services as stated in the RFA shall be considered non-responsive and shall not be further considered.

2.5.2. All Applications shall follow the format described in this Section. Application sections and pages shall be appropriately numbered per the outline below.

2.5.3. It is the intent of the County to solicit Applications that are complete yet concise, descriptive yet brief. To enable the evaluation committee to fairly evaluate each Application, proposers shall utilize the following Application format:

2.5.4. **In addition to the requirement of Section 7(d) of the ASP, Applicants shall provide the following information in the following order:**

For each of the items below, please provide a response. The information requested should not be part of a generalized overview, but rather, formatted as an answer to each item below, labelling each response with the corresponding number.

- I. Please provide the name and address of the person/entity applying for the Ambulance Service Area;
- II. Please provide a list of vehicles used in providing ambulance services, including year of manufacture, make and model, mileage, and verification that each vehicle is licensed as an ambulance by the State of Oregon and proof of insurance;
- III. Please provide a list of personnel to be used in providing ambulance service, a general description of their duties, and their current Emergency Medical Technician certification number;
- IV. Please provide an overview of your experience and ability to provide ambulance services in accordance with applicable state laws.

2.5.5. All Applications must contain a signed Application Certification Statement. (See Attachment A – Certifications)

2.5.6. **Copies.** Submissions in response to the RFA shall contain one signed original and six (6) copies of the Application and all required supporting information, no later than the closing date and time listed on the front page of this RFA and labeled according to the intended Ambulance Service Area per Section 1.1.5. Applications may be delivered via U.S. Mail, express courier or hand delivered. Applications shall be sent to the attention of Matthew Jensen, County Administrator. Late, electronically transmitted, or faxed Applications shall not be accepted.

## 2.6. WRITTEN QUESTIONS AND ADDENDA

2.6.1. Questions regarding the terms and conditions contained in the RFA must be submitted to the RFA Contact listed below no later than 2:00 PM PST, May 20, 2024. All questions must be **RECEIVED** by the specified date and time. No oral questions will be accepted. E-mail questions to the addresses below;

- For all questions:

Matthew Jensen  
Morrow County Administrator  
[mjensen@co.morrow.or.us](mailto:mjensen@co.morrow.or.us)  
(541) 676-2529

2.6.2. All questions received by the parties listed above that require clarification or modifications to the terms and conditions of the RFA will be answered by addenda to this RFA. Any party interested in the RFA packet will be responsible to check with the County Administrator, by phone (541) 676-2529, email at [mjensen@co.morrow.or.us](mailto:mjensen@co.morrow.or.us) or online at <https://www.co.morrow.or.us/administration/page/ambulance-service-provider-rfa>, for any addenda issued for this project. Addenda will be posted for the Interested Parties no later than May 23, 2024. Anonymity of the source of the specific questions will be maintained in the written response.

2.6.3. **ADDENDA:** If in the County's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum. Addenda shall have the same binding effect as though contained in the main body of the RFA. Any oral instructions or information concerning the specifications or other information given out by the County shall not bind the County. All addenda shall be issued by the RFA Contact.

## 2.7. RESPONSE TO REQUESTS FOR CLARIFICATION OR CHANGE

2.7.1. County shall respond to each properly submitted written request for clarification or request for change. Where appropriate, County shall issue revisions and clarify RFA provisions via Addenda posted on County's website at <https://www.co.morrow.or.us/administration/page/ambulance-service-provider-rfa>. County may also informally respond to Applicant's questions. **Informal responses, however, do not affect the provisions of the RFA. The RFA, contractual terms and specifications can only be changed via formal addenda issued by County.**

## 2.8. CANCELLATION, DELAY, OR SUSPENSION OF REQUEST FOR APPLICATIONS

2.8.1. This RFA may be canceled, delayed or suspended, or any or all Applications may be rejected in whole or in part, when the BOC determines cancellation or rejection, delay or suspension is in the best interest of the County. The reasons for the cancellation or rejection, delay, or suspension will be made part of the file. The County is not liable to any proposer

for any loss or expense caused by or resulting from the delay or suspension, cancellation, or rejection of an Application..

## **2.9. IRREGULARITIES**

**2.9.1.** The County reserves the right to waive any non-material irregularities or information in the RFA or in any Application.

## **2.10. OBJECTION TO RFP SPECIFICATIONS**

An Applicant who believes the scope of work or specifications are unnecessarily restrictive, may submit an objection, in writing, to the County Administrator who will submit Objection(s) to the Board for action. The Board's ruling is final. To be considered, objections must be received by March 26, 2024, ten (10) calendar days before the Application closing date. Envelopes containing protests should be marked as follows:

## **2.11. APPLICATION WITHDRAWAL**

Any Application may be withdrawn at any time before the due date and time by providing a written request for the withdrawal of the Application to the issuing office. A duly authorized representative of the applicant firm shall execute the request. Withdrawal of a Application will not prejudice the right of the proposer to file a new Application.

## **2.12. OPENING/REVIEWING OF APPLICATIONS**

**2.12.1.** Applications shall be opened, and the names of all Applicants shall be read at the date and time listed in the Schedule, Section 1.3. Applications will not be read aloud. Applications shall be opened at the following location:

Morrow County  
110 N Court Street, Room 201  
Heppner, Oregon 97836

**2.12.2.** Reviewing Applications. Each Application shall be reviewed for the applicant's conformity with the requirements of this RFA for providing ambulance service, the ASP, and the implementing Ordinance. Any interested person may appear and/or file with the Ambulance Selection Committee a memorandum in support of or in opposition to an Applicant.

## **2.13. ASSIGNMENT OF ASA AGREEMENT**

The Board of Commissioners will consider assignment of an ASA based on the Ambulance Selection Committee's recommendation and will authorize issuance of an Assignment Agreement. The Assignment Agreement will be awarded to the Applicant who, in the opinion of the County, offers the best combination of qualifications, experience, and meets all required specifications. The County may reject any Applicant not in compliance with the requirements of the RFA and may reject for good cause any and all Applications upon a finding that it is in the public interest to do so.

## **2.14. OBJECTION TO ASSIGNMENT OF ASA**

The assignment of an ASA by the Board of Commissioners shall constitute a final decision of the County if no written objection to the assignment is filed with County within seven (7) calendar days of the Notice of Intent to Assign. The written protest shall specify the grounds upon which the objection is based. In order to be an adversely affected Applicant with a right to submit a written objection, an Applicant must be next in line for assignment. The County will not entertain an objection submitted after the time period established in this rule. Any ruling by the Board of Commission on the objection will be final.

## **2.15. ASSIGNMENT AGREEMENT**

- 2.15.1.** As applicable, upon execution of the final agreement, the Application of the successful Applicant will become part of the agreement.
- 2.15.2.** A sample Assignment Agreement is provided as Attachment B; conditions and terms may be modified at the time of assignment negotiations.
- 2.15.3.** County is not obligated as a result of the submission of an Applicant to enter into an Agreement with any Applicant and has no financial obligation to any Applicant arising from the RFA.

## **2.16. INCURRED COSTS**

The County is not liable for any costs incurred by an applicant in the preparation and/or presentation of an Application.

## **2.17. OWNERSHIP OF APPLICATION DOCUMENTS**

Any material submitted by an applicant shall become the property of the County. Materials submitted after an assignment agreement is signed will be subject to the ownership provision of the executed contract.

## **2.18. PROPRIETARY INFORMATION**

The opened Applications shall be available for public inspection except to the extent the proposer designates trade secrets or other proprietary data to be confidential. (ORS 192.501(2))

## **2.19. PUBLIC RECORD**

All Applications are public information after the Applications have been opened, and all objections are public information after the objection period ends. The County Administrator shall open Applications at the date and time listed in the Schedule, Section 1.3. Copies of Applications, however, shall not be provided until the evaluation process has been completely closed and a Notice of Intent to Assign has been issued. Any person may request copies of public information. Applicants shall label any information as *italicized and underlined* that it wishes to protect from disclosure to third parties as a trade secret under ORS 192.501(2) with the following: "This material constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law." County shall take reasonable measures to hold in confidence all such labeled information, but the County shall not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise and shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

## **2.20. EQUAL OPPORTUNITY POLICY**

- 2.20.1.** The County requires all Applicants to comply with equal opportunity policies. Its programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, political affiliation, or any other protected class. A copy of the County's policy is available upon request.
- 2.20.2.** Applicants shall use recyclable products to the maximum extent economically feasible in the preparation of the Application and in the performance of the work set forth in this RFA.

## **2.21. RESERVATION OF COUNTY RIGHTS**

- 2.21.1.** County reserves all rights regarding the RFA, including, without limitation, the right to:
- Amend, delay, or cancel the RFA without liability if County finds it is in the best interest of the County to do so;
  - Reject any or all Applications received upon finding that it is in the best interest of the County to do so;
  - Waive any minor informality or non-conformance with the provisions or procedures of the RFA, and seek clarification of any Application, if required;
  - Reject any Application that fails to comply with all prescribed RFA procedures and requirements;
  - Negotiate a Statement of Work based on the Scope of Work described in Section 1.4 and to negotiate separately in any manner necessary to serve the best interest of the public;
  - Amend any Assignment Agreements that are a result of the RFA;
  - Engage consultants by selection or procurement independent of the RFA process or any Contracts or agreements under it to perform the same or similar services; and
  - To extend any Assignment Agreements that result from the RFA without an additional RFA process for up to a total of two, five- year terms.
- 2.21.2.** The intent of the RFA is to identify an Application that has a level of specialized skill, knowledge, and resources to perform the work described in the RFA. Qualifications, performance history, expertise, knowledge, and the ability to exercise sound professional judgment are primary considerations in the selection process.

## **3. EVALUATION AND AWARD**

### **3.1. EVALUATION PROCESS**

#### **3.1.1. Evaluation Overview.**

**3.1.1.1.** County shall conduct an evaluation of the Applications received in response to the RFA.

#### **3.1.2. Evaluation Committee.**

**3.1.2.1.** County may establish an evaluation committee which may consist of County staff, government partners and community partners to review, evaluate and score each Application.

#### **3.1.3. Disqualification.**

**3.1.3.1.** Any attempt by an Applicant to improperly influence a member of the evaluation committee during the evaluation process may result in Application rejection.



**3.2. EVALUATION OF APPLICATION (SCORED)**

- 3.2.1. The evaluation committee shall score all Applications using the quantity and quality of information described in this RFA. Points assigned by each evaluation committee member shall be added together and divided by the total number of evaluation committee members to compute an average score for the evaluation questions.
- 3.2.2. The evaluation committee may request additional clarification from Applicants for any portion of the Applications. If an Application is unclear, the Applicant may be asked to provide clarification. No new information or documentation may be submitted, however, and clarifications may not be used to rehabilitate a non-responsive Applicant.
- 3.2.3. Morrow County is soliciting individual Applications for the three Ambulance Service Areas as outlined in the Morrow County, Oregon Ambulance Service Plan.
- 3.2.4. Awarding of a Application will be based upon a qualifications-based selection procedure. The following evaluation criteria will be used to evaluate Applications. Applications will be scored on the following criteria:

Evaluation Criteria	Total Possible Points
Cover Page	0
Ability to provide and meet specifications as set forth in this RFA.	25
Organization’s stability and past experience working with local governments.	25
Qualification of the team members for the type of services required.	25
Reference checks	5

**3.3. REFERENCE CHECKS FOR THE APPLICANT**

County reserves the right to request references in addition to those provided by the Applicant (References), to investigate any references whether or not furnished by the Applicant, and to investigate the past performance of any Applicant. County may investigate the qualifications of an Applicant, including but not limited to successful performance of similar services; compliance with specifications and contractual obligations; its completion or delivery of services on schedule; and its lawful payment of suppliers, subcontractors, and workers. County may postpone the assignment of an ASA after the announcement of the apparent successful Applicant in order to complete its investigation.

**3.4. ASSIGNMENT OF ASA NOTIFICATION AND PROCESS**

**3.4.1. Successive Selection and Rejection.** If the apparent successful Applicant does not accept the Assignment of the ASA Agreement within 10 business days of the apparent successful Applicant’s receipt of the Agreement, or such later date as County may authorize, County may make another selection. All Applicants shall be notified of the status of their Application. If all Applications are rejected, the evaluation committee shall promptly notify all Applicants. No information shall be given to any Applicant (or any other individual) relative to their standing with other Applicants during the RFA process.

**3.4.2. Assignment Agreement and Negotiation**

**3.4.2.1.** A copy of the sample contract that the County expects the successful Applicant to execute is included as Attachment B. Any proposed changes in the language, construction, or requirements of the agreement must be raised and resolved. The County reserves the right to negotiate a final contract that is in its best interest.

**3.4.2.2.** The agreement will define the extent of services to be rendered and will be negotiated with the highest ranked proposer for each ASA. If agreement is not reached, negotiations will be terminated, and the County will consider any other Applications received that were qualified under the requirements of this RFA. When an agreement is reached, the Assignment Agreement will be prepared and executed upon the Board of Commissioners approval.

**ATTACHMENTS**

Attachment A – Application Cover Sheet and Certifications

Attachment B – APPLICANT’S REPRESENTATIONS AND WARRANTIES

Attachment C – ASSIGNMENT OF ASA AGREEMENT

Attachment D – MUTUAL AID AGREEMENT BY AND AMONG THEMORROW COUNTY AMBULANCE SERVICE PROVIDERS

All Attachments are incorporated by reference herein.

Attachment A – Application Cover Sheet

Applicant Information

Organization Name: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name and title of the person(s) authorized to represent the Applicant in any negotiations and sign any Assignment Agreement that may result:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Minimum Application Requirements:** This Application:

- Meets all Minimum Application Requirements described in Section 2.3;
- Addresses all Application Requirements described in Section 2 and Section 1.5, Scope of Work; and

**Representations, Attestations, and Certifications:** The undersigned further acknowledges, attests, and certifies individually and on behalf of the Applicant that:

1. No attempt has been made or shall be made by the Applicant to induce any other person or organization to submit or not submit an Application.
2. Information included in this Application shall remain valid for sixty (60) days after the Application due date or until an Assignment Agreement is approved, whichever comes first.
3. The undersigned recognizes that this is a public document and open to public inspection.
4. The Applicant acknowledges receipt of all Addenda issued under the RFA.
5. Applicant does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin.
6. The Applicant, acting through its authorized representative, has read and understands all RFA instructions, specifications, and terms and conditions contained within the RFA and all Addenda, if any;
7. The Applicant agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFA, including all Addenda, if any;
8. The Application submitted is in response to the specific language contained in the RFA, and Applicant has made no assumptions based upon either (a) verbal or written statements not contained in the RFA, or (b) any previously- issued RFA, if any.
9. The Applicant agrees that if assigned the ASA, Applicant shall be authorized to do business in the State of Oregon at the time of the award;
10. County shall not be liable for any claims or be subject to any defenses asserted by Applicant based upon, resulting from, or related to, Applicant’s failure to comprehend all requirements of the RFA.
11. The County shall not be liable for any expenses incurred by Applicant in either preparing and/or submitting its Application, or in participating in the Application evaluation/selection or negotiation process, if any.
12. The signatory of this Application Cover Sheet is a duly authorized representative of the Applicant, has been authorized by Applicant to make all representations, attestations, and certifications contained in this Application document and all Addenda, if any, issued, and to execute this Application document on behalf of Applicant.

13. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Applicant that all contents of this Application Cover Sheet and the submitted Application are truthful, complete, and accurate. Failure to provide information required by the RFA may result in rejection of the Application.

APPLICANT SHALL PROVIDE A FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH THE OFFER SUBMISSION (APPLICATION).

SIGNATURE OF APPLICANT'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_

Contact Person (Type or Print): \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

ATTACHMENT B - APPLICANT'S REPRESENTATIONS AND WARRANTIES

Applicant represents and warrants to Morrow County that:

- 1. Applicant has the power and authority to enter into and perform this Assignment Agreement.
- 2. The Assignment Agreement, when executed and delivered, is a valid and binding obligation of Applicant, enforceable in accordance with its terms.
- 3. Applicant (to the best of Applicant's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Agreement, faithfully has complied with:
  - a. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
  - b. 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;
  - c. 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
  - d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

## ATTACHMENT C - ASSIGNMENT OF ASA AGREEMENT

PARTIES: MORROW COUNTY ("County"); and, \_\_\_\_\_  
("Provider")

DATE: \_\_\_\_\_, 2024

1. ASSIGNMENT:

- 1.1. The Provider shall be assigned to Morrow County Ambulance Service Area \_\_\_\_\_.
- 1.2. The Provider shall comply with the 2024 Morrow County Ambulance Service Ordinance and all applicable provision of Oregon Revised Statutes, Chapters 682, 816, 820, and; Oregon Administrative Rules Chapters 333, Divisions 250, 255, and 265 and Chapter 847, Divisions 15 and 35 and Chapter 847 and Morrow County Code, Chapter 405, and the 2024 Morrow County Ambulance Service Plan. The terms of each of these are incorporated as if fully set forth herein.
- 1.3. Neither this Assignment of ASA Agreement that is awarded nor any of the requirements, rights or privileges demanded by it may be sold, contracted, or transferred by the Assignee without the express written consent of the Morrow County Board of Commissioners (BOCC).

2. TERM OF THE AGREEMENT: This Agreement shall be in effect \_\_\_\_\_ and continue through July 30, 2029.

3. RENEWAL OF AGREEMENT: After the initial period, the assignment of the Ambulance Service Area (ASA) may, upon mutual agreement, be renewed for additional five-year terms commencing on the date of expiration of the previous agreement pursuant to the provisions of the 2024 Morrow County Ambulance Service Ordinance and Ambulance Service Plan, Section 405.150 of the Morrow County Code and subject to the provisions for suspension or revocation set forth in Section 405.500 and the provisions for discontinuance of service set forth in Section 405.160 in the Morrow County Code, or any other provisions as set forth in the applicable Administrative Rules.

4. COUNTY ADMINSTRATOR: The Director of the Morrow County Public Health Department shall administer this Agreement as the delegate of the Morrow County Board of Commissioners.

5. RIGHTS AND REMEDIES: Providers shall agree and guarantee that the services herein specified shall be completed without further compensation from the County; and that the acceptance of work herein shall not be held to prevent maintenance of an action by the County for failure to perform such services in accordance with all applicable laws, regulations and ordinance<sup>1</sup>.

6. MORROW COUNTY AMBULANCE SERVICE AREA PLAN: The Morrow County Ambulance Service Area Plan, attached to and made part of this Agreement as an exhibit to Morrow County Code, Chapter 405, is regulated by that Code, which is attached to and made part of this Agreement. Compliance of services with the Morrow County Code, Chapter 405; Chapter 820 and 682 of the Oregon Revised Statutes; and Oregon Administrative Rules, Chapters 333 and 847 regulations and standards is required.

- 6.1. Incoming calls for the County are received and then dispatched to the proper emergency agency as specified in the "Emergency Communications and System Access" section of the Morrow County Ambulance Service Area Plan.
- 6.2. The County's objective is to assure that the County is served by effective and efficient ambulance services. The County desires a comprehensive emergency medical services system, incorporating all aspects of the Ambulance Service Plan and seeking overall system enhancements. The County believes this objective can be best attained by awarding an exclusive assignment for ambulance service for each Ambulance Service Area.
- 6.3. All providers are required to provide effective and efficient ambulance services as defined in the Ambulance Service Plan and Ordinance.

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<sup>1</sup> Morrow County Code, Chapter 405

7. INSURANCE:

- 7.1. Provider shall procure and maintain in force, for the entire duration of this Assignment, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the Contractor or his subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.
- 7.2. Provider shall furnish to Morrow County an Accord 25-S certificate of insurance evidencing the existence of all insurance coverage(s) required by this contract prior to the commencement of any work.
- 7.3. Provider shall endorse the Provider General Liability (CGL) to include Morrow County as an “additional insured,” including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010\1985 edition or its equivalent.
- 7.4. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days’ written notice from the Provider or its insurer(s) to the County.
- 7.5. Provider’s insurance shall be primary and not excess to, or contributory with any insurance coverage provided by Morrow County. Provider’s insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.
- 7.6. CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.
- 7.7. Provider shall endorse the Worker’s Compensation coverage to provide a “waiver of subrogation” in favor of Morrow County when available.
- 7.8. Morrow County will waive the required Worker’s Compensation (WC) coverage if the Provider submits a letter, on official letter head, stating they agree that they will obtain WC coverage immediately upon utilizing volunteers or hiring any employees during the period of the contract.
- 7.9. Morrow County will waive the required Auto Liability coverage if the Provider submits a letter, on official letter head, stating absolutely no driving will be done related to the contract and that they will obtain Auto Liability coverage in advance if they travel in any way in support of the contract, i.e. training, , meetings to implement, etc.
- 7.10. Provider shall ensure that the County is provided with a renewal certificate at least thirty (30) days prior to the expiration date of the coverage in the event that the original certificate expires prior to the scheduled termination of the Contract.

❖ Used to contract for personal services such as consultants or trainers.

a. Contracts should have the following:

- General Liability
  - Each Occurrence \$2,000,000
  - Aggregate \$4,000,000
  - Operations \$2,000,000
    - Products and Completed
  - Personal/Advertising Injury \$2,000,000
- Auto Liability
  - Combined Single \$2,000,000
- Workers’ Compensation
  - Statutory Limits
  - Employers Liability
    - \$1,000,000
  - Indemnity Clause

8. MUTUAL AID AGREEMENT: The intent of this Mutual Aid Agreement is to ensure adequate resource reserves exist to provide reliable transport ambulance service continuity throughout the County. Submission of an Application shall constitute a commitment to sign the Mutual Aid Agreement. and the intent to respond under the terms of the Agreement. All requests for this type of aid shall be made through the appropriate dispatch center.

9. INDEMNIFICATION: Provider agrees to defend, indemnify and save County, its agents, officers and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Provider or its agents or employees.

10. AMENDMENT: This Agreement and amendments to this Agreement shall be in writing and will not be effective until approved by the Morrow County Board of Commissioner and the Provider.

10.1. This Agreement supersedes and cancels any prior Agreement between the parties hereto for similar services.

ADMINISTRATOR:

Morrow County Administrator  
110 N Court St, Room 201  
Heppner, OR 97836

(541) 676-2529

COUNTY  
Morrow County Board of  
Commissioners  
110 N Court St, Room 201  
Heppner, OR 97836

PROVIDER

(541) 676-2529

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:**

\_\_\_\_\_  
Justin Nelson  
Morrow County Counsel

ATTACHMENT D  
MUTUAL AID AGREEMENT  
BY AND AMONG THE  
MORROW COUNTY AMBULANCE SERVICE PROVIDERS

This Agreement is made and entered into this day of \_\_\_\_\_, 2024, by and among the Morrow County Ambulance Service Providers who have duly executed this Agreement.

WHEREAS, the Morrow County Ambulance Service Providers recognize the necessity to cooperate and work together for continuity of services; and

WHEREAS, the Morrow County Ambulance Service Providers recognize the need to provide for an organized means of resolving conflicts, concerns, and questions between and amongst themselves.

NOW, THEREFORE, it is agreed as follows:

**SECTION 1. Authority**

This Agreement is entered into under the authority granted to the parties by their respective charters and/or Oregon Revised Statutes (“ORS”). ORS 190.010 authorizes units of local government to enter into written agreements with any other unit of local government for the purpose of any and all functions and activities that the parties to the agreement, its officers, or agencies, have authority to perform. Additionally, the parties to this Agreement have been authorized to provide ambulance services within specific Ambulance Service Areas (“ASAs”) of Morrow County pursuant to the 2024 Morrow County Ambulance Service Ordinance, and the 2024 Morrow County Ambulance Service Plan (“ASP”), and Mutual Aid Agreements are required under Section 6(c) of the ASP.

**Section 2. Definitions**

As used herein:

- a. “Mutual Aid request,” shall mean the Requesting Provider does not have adequate resources or their resources are overwhelmed to handle the situation. **This is not to be confused with Supplemental Assistance, which is not part of this Mutual Aid Agreement.**
- b. “Requesting Provider,” shall mean the provider requesting aid, and
- c. “Responding Provider,” shall mean the provider responding to a call for mutual aid.

**SECTION 3. Mutual Aid Agreement**

The Morrow County Ambulance Service Providers mutually agree to provide ambulance services to each other when adequate ambulances are not available. It is agreed that first response by the jurisdiction requesting assistance shall not be a prerequisite to a request for assistance under this Agreement.

**SECTION 4. Authority to Respond to Provide Assistance**

- a. The authority to make requests for assistance or to provide aid under this Mutual Aid Agreement shall reside with the Requesting Provider’s command personnel or the command personnel’s designee. For purposes of this Mutual Aid Agreement, the “Requesting Provider” shall mean the Incident Commander or the Incident Commander’s designee asking for assistance and the “Responding Provider” shall mean an officer/supervisor or designee sending assistance. Any Provider shall have the right to request assistance from the other Provider’s subject to the terms and conditions of this Mutual Aid Agreement with priority given to the closest available agency.
- b. The Morrow County Emergency Communications Center will page out the next available Provider if two consecutive pages go unanswered for any reason. Providers are empowered to set up automatic aid protocols in the Emergency Communications Center for specific circumstances in their service areas.

**SECTION 5. Requesting Assistance**

A Provider may request ambulance assistance from any other Provider when the Requesting Provider has concluded that such assistance is essential to protect life. The parties also agree to cooperate in designing and implementing a move-up or dispatch system to automatically provide a quick and adequate response of ambulances as the given situation warrants. Further, the parties agree that in highly unusual situations requests for assistance may take any reasonable form.



**SECTION 6. Responses to Request**

Upon request to Morrow County Emergency Communications Center, a Responding Provider, shall respond with ambulance services to aid the Requesting Provider. Provided, however, that the party to whom the request is made may refuse such request if, in the exercise of its good faith judgment, sending such assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction or the requested ambulances are not available. Provided the Responding Provider acts in good faith, the Responding Provider shall be immune from any liability in connection with refusing to respond and the decision is made with reasonable diligence.

**SECTION 7. Ambulance Response**

The Requesting Provider shall include in its request for assistance the type of ambulance response requested and shall specify the location where the ambulance response is needed.

**SECTION 8. Command and Control at the Emergency Scene**

All Providers shall establish and implement Incident Command System (ICS) Standard Operating Guidelines (SOG's) on all incidents involving mutual aid.

The Responding Provider's personnel and equipment shall report to the Incident Commander, or other designated supervisor, of the party requesting mutual aid. . The Requesting Provider shall have overall supervision of mutual aid personnel and equipment during the period such incident is in progress.

Provided, however, when officers from the requesting jurisdiction have not arrived at the scene of the incident, the commanding officer of the jurisdiction providing mutual aid assistance shall be in command of the incident until relieved. Further, specific supervision of individual employees will remain with the supervisors provided by the jurisdiction employing such employees.

The Responding Provider's ambulance(s) shall be released by the Incident Commander or designated supervisor when the services of the Responding Provider are no longer required or when the Responding Provider's ambulances are needed in their ASA. Responding Provider personnel and equipment may withdraw from an incident upon notice to the Incident Commander or designated supervisor that they are needed in the Provider's ASA.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

**SECTION 9. Reporting and Record keeping**

The Requesting Provider shall maintain records regarding the frequency of the use of this agreement and provide them to the Morrow County Ambulance Advisory Committee upon request. Each Provider shall maintain individual patient care reports.

**SECTION 10. No Reimbursement for Costs**

No Provider shall be required to reimburse any other Provider for the cost of providing mutual aid services set forth in this Mutual Aid Agreement, except as provided in Section 10 below. Each Provider shall pay its own costs (i.e., salaries, repairs, materials, compensation, retirement benefits, workers compensation, unemployment insurance, etc.) for responding for requests for mutual aid.

**SECTION 11. Fees for Ambulance Service**

Providers providing ambulance transport services will be entitled to their normal fees for ambulance services and are responsible for their own billing, insurance filing and collection activity.

This Agreement shall not be construed to prevent any of the parties from seeking reimbursement for personal, materials, equipment or other expenses if otherwise authorized by law or if a state or federal officer or agency requests or orders emergency service by a participating unit or units of local government. For example, recovery by Critical Access Hospitals of ambulance costs on a reasonable cost basis.

**SECTION 12. Liability**

Each Responding Provider hereby waives all claims against each Requesting Provider for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement. Nothing in this paragraph is intended to prevent claims for benefits by emergency service workers or other employees or volunteers as authorized in ORS Chapter 401 or in any other law.

Responding Provider assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this Agreement.

**SECTION 13. Conflict Resolution**

From time to time, personnel from one Provider or another may have some concerns or questions regarding this Agreement or the working relationship of the parties. Should any such issues arise, they should be dealt with by the Provider's chain of command to provide answers or resolution, or they shall be submitted pursuant to the Complaint Review Process of the ASP, Section 6.

**SECTION 14. Term of Agreement**

This Agreement shall be in full force and effect upon execution by all Providers hereto. This Agreement shall remain in effect for so long as a party is a Provider of Ambulance services under the ASP.. This Agreement may be amended by agreement of all of the Providers subject to prior approval by the Morrow County BOC.

**IN WITNESS THEREOF**, the following Providers, after reding, understanding, and agreement with the above, and having full authority to do so, have duly executed this Agreement:

\_\_\_\_\_  
Jurisdiction:

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Jurisdiction:

\_\_\_\_\_  
Date Signed