



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

**RFP # 519**

**REQUEST FOR  
PROPOSALS**

**FOR**

**Non-Emergent Basic Life Support  
Ambulance Transport Service**

April 18, 2011

**CITY OF SPRINGFIELD  
OREGON**

**Request for Proposals# 519  
Fire & Life Safety Department  
Non-Emergent Basic Life Support Ambulance Transport Service**

Sealed proposals will be received by the Finance Department, City of Springfield, 225 Fifth St. Springfield OR, 97477, Attn: Jayne McMahan until 2:00 p.m. local time, the 18th of May, 2011 and opened at 2:00 p.m. local time the same day, for proposals regarding a Non-Emergent Basic Life Support Ambulance Transport Service. Sealed proposals must be marked "**RFP#519: Non-Emergent Basic Life Support Ambulance Transport Service**".

Proposal packets are available on the City's website at [www.springfield-or.gov](http://www.springfield-or.gov) (select the hyperlink from the left menu titled *Purchasing/Contracts* then *RFP #519: Non-Emergent Basic Life Support Ambulance Transport Service*) or by contacting Jayne McMahan at (541)726-3708 or by email: [jmcmahan@springfield-or.gov](mailto:jmcmahan@springfield-or.gov).

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



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Robert J. Duey  
Finance Director  
City of Springfield, OR

Publication Schedule:

The Register Guard: April 17, 2011  
Daily Journal of Commerce April 18, 2011

## **I. Proposal Overview**

The City seeks qualified proposers to provide pre-scheduled and inter-facility non-emergent basic life support ambulance transportation services, originating at a hospital, within the ambulance service area assigned to the City of Springfield under the Lane County Ambulance Service Area Plan, all as described within this Request for Proposal (RFP). The successful proposer's responsibilities will include operation of non-emergent basic life support ambulance transport services seven (7) days per week, twenty-four (24) hours each day, 365 day a year. All services must be provided without regard to the patient's status or ability to pay costs.

The City may expand the role of successful provider to all inter-facility transports and/or basic life support (BLS) or intermediate life support (ILS) transports to include non-emergent scene responses. This could include patient transports originating at a hospital as well as patient transports from residential care facilities, adult foster care homes, skilled nursing facilities, urgent care, medical clinics, physician and dental offices, and any other medical related facilities within Ambulance Service Area (ASA#5). An analysis of call volume, call types, quality review and adherence to parameters of contract, and City's needs will be considered when determining whether or not to expand the provider's role.

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

It is the City's intent to establish an agreement with qualified supplier(s) for pre-scheduled and inter-facility non-emergent basic life support (BLS) ambulance transport services. The agreement may be updated annually, to extend the term for not more than two successive one year periods, upon mutual agreement of the parties. If extended, City shall consider the requirements of the Springfield Municipal Code (SMC) Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Common Council.

## **II. Proposal Format**

Proposals must include the items listed below.

- A. Proposer's firm name, mailing and physical addresses, telephone number, fax number, and taxpayer identification number.
- B. Primary contact person's name, title, phone number, fax number and email address.
- C. Identify whether you qualify as resident bidder as described in ORS 279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.
- D. Proposing firm's experience in providing pre-scheduled and inter-facility non-emergent basic life support (BLS) ambulance transport services.

- E. A minimum of three (3) references from recent customers (within the last 2 years) for whom you provided pre-scheduled and inter-facility non-emergent basic life support (BLS) ambulance transport services.
- F. Signed Attachment 4 – Authorization to Legally Bind Bidder
- G. Specifications of proposal and background information are outlined in Attachment 1. Please express how you propose to meet the specifications in your proposal.

**III. Contact Person**

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

**IV. Schedule For Selection Process**

Proposals Advertised	April 18, 2011
RFP Available	April 18, 2011
Requests to Consider Equal Specification Due	April 27, 2011 5pm Local Time
Requests to Consider Exceptions Due	April 27, 2011 5pm Local Time
City’s Determination Regarding Equal Spec.	May 4, 2011
Proposals Due /Opening	May 18, 2011 2pm Local Time
Interviews (if necessary)	May 25, 2011 (Approximate)
Notice of Intent to Award	May 26, 2011 (Approximate)
Contract Awarded	June 6, 2011 (Approximate)

**V. Selection Criteria And Process**

Each proposal will be compared to the specifications stated herein. Points will be assigned to proposals that most closely match or exceed the RFP requirements based on the selection criteria. The Proposal with the highest number of assigned points will be selected for the contract. Please express how you propose to meet the specifications in your proposal. For your convenience we have cross referenced the specification with the scoring criteria.

- A. Conformity of submitted proposal to this RFP 5 Points
- B. References from at least 3 recent customers within the past 2 years 5 Points
- C. Deployment Plan & Strategies (see section 4) 50 points

- D. Personnel, Clinical Training & Medical Direction (see section 4 k-o) 30 points
- E. Quality Improvement, Performance and Audit Programs (see section 5) 10 points
- F. Finance & Administration (see section 7) 25 points

Proposals must be signed by a principal member of the proposing entity capable of binding the entity. Included with the signature should be principal's written name, title, address, and telephone number (see Attachment 3 Authorization to Legally Bind Bidder).

One original and (4) four copies of the proposal, clearly marked "**RFP #519 - Non-Emergent Basic Life Support Ambulance Transportation Service**" and contained in a sealed envelope or box shall be received no later than 2:00 PM local time, May 18, 2011 at the following address:

City of Springfield  
Administrative Services Dept.  
Attention: Jayne McMahan, Sr Management Analyst  
225 Fifth Street,  
Springfield, Oregon 97477

Proposals will be opened on May 18, 2011 at 2:00 pm local time. All proposals shall be valid through 90 days after the RFP closing date.

#### **VI. Late Proposals Not Considered**

Proposals must be received by 2:00PM local time on May 18, 2011 at the address listed above. Any proposals received after the deadline will not be considered. Faxed or emailed proposals will not be accepted.

#### **VII. Addenda to RFP**

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

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

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

### **VIII. Contract**

The successful Proposer will be expected to enter into a contract with the City. An example of said contract is attached herein as Attachment 2.

Contract shall commence on a date agreed upon by both parties and shall continue for one year unless, extended, modified, or terminated as provided in the contract. Contract may be extended for two additional one-year periods upon compliance with the provisions of the contract and agreement of both parties.

### **IX. Negotiation Of Agreement**

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

### **X. City Selection Discretion**

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

### **XI. Proposal Ownership**

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

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

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

## **XII. Exceptions To RFP**

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

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

City will make every effort to answer questions and, if warranted, amend the RFP. Responses to questions and amendments to the RFP will be posted on the City of Springfield home page ([www.springfield-or.gov](http://www.springfield-or.gov)), click on the Purchase/Contracts page). Proposers who are unable or unwilling to meet one or more of the requirements of this RFP should include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before **April 27, 2011**.

## **XIII. Equal Specification Change Requests**

A prospective Proposer may deliver to Jayne McMahan, Management Analyst at City of Springfield Finance Department, a written request for change to any of the requirements listed in this Request for Proposal. Such request shall be delivered on or before **April 27, 2011**. A written request for change shall include:

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

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

## **XIV. Protest**

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

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

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

**XV. Cost Of Proposal**

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

**XVI. Submission Requirements**

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

## ATTACHMENT 1

### NON-EMERGENT BASIC LIFE SUPPORT AMBULANCE TRANSPORT SERVICES

#### 1. General Information

##### a. **Description of the City of Springfield**

The City of Springfield is the ninth-largest city in Oregon, with a population of approximately 58,575 (Lane Council of Governments, December 2010 estimate) and an incorporated area of 15.57 square miles. Located in western Oregon's southern Willamette Valley, the community was first settled by Elias and Mary Briggs and their family in 1848. It was formally incorporated in February 1885 as Springfield, after the field near the spring was fenced, creating a 'springfield'.

The Springfield charter became effective December 31, 2001. It can be found on the City's web site at <http://www.springfield-or.gov>.

The City operates under a council/manager form of government. The City Council develops and adopts legislation and policies to direct the City organization, but employs a professional administrator (the City Manager) to manage and oversee all City personnel and operations to carry out the council's direction. The City is organized into six departments: Administrative Services; Public Works; Library; Development Services; Police; and Fire & Life Safety.

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

##### b. **Overview of the City of Springfield's Department of Fire & Life Safety**

Fire protection in Springfield was first organized on January 4, 1886, as the Springfield Fire Company. The department is now known as the Department of Fire & Life Safety (SFLS) and has been in continuous operation since that time. The department began providing ambulance transport services in 1981 and continues to provide this service to a large area of central Lane County.

The City Manager appoints the Fire Chief, who is responsible for organizing and administering the department. The department consists of 103 full time equivalent (FTE) positions, including 80 uniformed and 23 civilian positions, organized into four functional divisions: Operations; Special Operations, EMS and Community Relations; Fire Marshal's Office and the Administrative Services Bureau.

The Department of Fire & Life Safety provides fire, rescue, emergency medical, code enforcement, and fire/injury prevention education services to the citizens of Springfield and to three neighboring special districts through long-standing contractual agreements. See table below.

**Table 1.1 Primary Service Area Statistics**

<b>LEGAL JURISDICTION</b>	<b>POPULATION</b>	<b>AREA (sq. mi.)</b>
City of Springfield	58,575	14.43
Rainbow Water District	5,350	1.55
Glenwood Water District	1,900	2.57
Willakenzie-Spfld RFPD	1,600	0.60
<b>TOTAL</b>	<b>67,425</b>	<b>19.15</b>

In addition, the Department of Fire & Life Safety provides emergent and non-emergent ambulance transport service to Lane County Ambulance Service Area (ASA) #5. This ASA includes all the jurisdictions listed above plus a large adjoining rural area primarily to the south and east for a total service area of over 2,000 square miles.

**c. Medical Control**

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

**i. Standing Medical Orders and Treatment Protocols**

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

**d. Advisory Committees**

Springfield's Fire & Life Safety Department actively participates in several internal and external advisory groups and committees relating to EMS and pre-hospital care, including:

**i. Central Lane Emergency Medical Services**

Area EMS Coordinators/EMS Chiefs/EMS Officers meet regularly to discuss equipment needs and purchases, EMS issues and concerns.

**e. Finance**

Springfield Fire & Life Safety's ambulance transport section operates as a user-fee-supported system. Fees for operation are generated through patient transports, treat and release aid responses and revenue generated through the annual FireMed membership program.

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

**2. Response Information**

**a. Average Area Protected by Initial Response Companies**

The department’s fire first response area is approximately 19 square miles, while our EMS first response area is 2,000 square miles. The department’s fire first response needs are served by five engine companies. Therefore, the average area covered by each staffed first response fire crew is approximately 3.8 square miles. Three front line ambulances respond out of three fire stations throughout the city, and given our large ASA, are often out of their home district on calls.

**b. Types of Calls to Which Springfield Fire & Life Safety Responds**

Response requests are distributed among three main call types – Fire, EMS, and Other – by sorting based on dispatch activity descriptions. These call types are further divided as follows:

**Table 2.1 Total Calls for Service by Type of Call**

<b>FIRE</b>	<b>2008</b>	<b>%Total</b>	<b>2009</b>	<b>% Total</b>	<b>2010</b>	<b>% Total</b>
Structure	80	0.7%	73	0.7%	70	0.6%
Brush	84	0.8%	61	0.6%	44	0.4%
Vehicle	32	0.3%	34	0.3%	20	0.2%
Other	1410	12.6%	1382	13.0%	1578	14.5%
Sub-total	1606	14.4%	1550	14.6%	1712	15.7%
<b>EMS</b>						
Emergency(ALS)	5955	53.3%	5693	53.5%	5970	55.1%
Non-emergency	2093	18.7%	2000	18.8%	1885	17.4%
Sub-total	8048	72.0%	7693	72.4%	7855	72.5%
<b>OTHER</b>						
Haz Mat	95	0.9%	86	0.8%	79	0.7%
Public Asst.	589	5.3%	558	5.2%	537	5.0%
Rescue	508	4.5%	499	4.7%	455	4.2%
Other	330	3.0%	247	2.3%	204	1.9%
<b>TOTAL</b>	<b>11,176</b>	<b>100.0%</b>	<b>10,633</b>	<b>100.0%</b>	<b>10,842</b>	<b>100.0%</b>

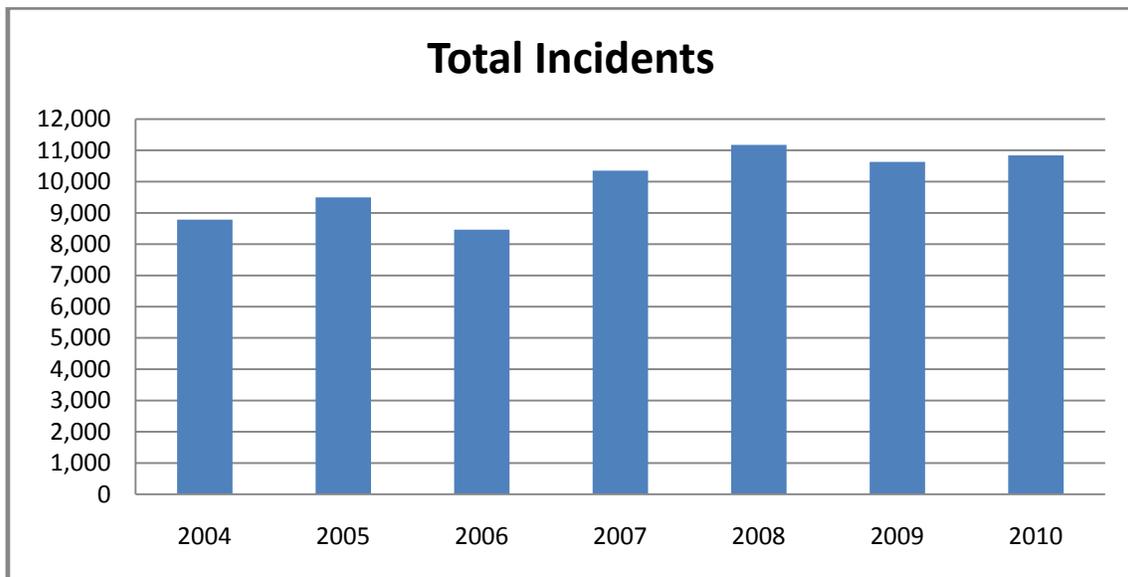
This distribution pattern illustrates a major challenge in providing service to SFLS’s diverse service area. As with most fire departments today, the large majority of calls are medical, and the demand for service is driven less by the characteristics of the fixed real property involved (land and buildings) than by the people, whose distribution does not necessarily correspond to the distribution of real property. Moreover, human beings are highly mobile; thus demand for service in a particular area can and does change

frequently depending upon the time of day, day of week, specific season, special event, or as other significant and long-term demographic shifts occur.

**c. Probability Analysis**

Figure 2.1 below shows the frequency of total incidents for Springfield Fire & Life Safety from CY04 to CY10. The table below Figure 2.1 also includes the daily average calls for service using a 24-hour shift day. All data, unless otherwise noted, is obtained from computer-aided dispatch (CAD) records.

**Figure 2.1 Total Incidents**



	Total	Daily Avg.
<b>CY04</b>	8,783	<b>24</b>
<b>CY05</b>	9,497	<b>26</b>
<b>CY06</b>	8,462	<b>23</b>
<b>CY07</b>	10,353	<b>28</b>
<b>CY08</b>	11,176	<b>31</b>
<b>CY09</b>	10,633	<b>29</b>
<b>CY10</b>	10,842	<b>30</b>

Springfield classifies incident types as follows:

- Fires
- EMS First Response
- Hazardous Materials Incidents

- Rescues (includes a variety of specialized rescue scenarios)
- Public Assists
- Mutual Aid
- Ambulance Calls (first response provided by another agency)
- Medical Transport
- Miscellaneous Calls

In analyzing each type of incident, SFLS evaluated the frequency of incidents over time, as well as a temporal analysis of aggregated data, to determine the demand patterns for response services at various times of the day. Data from calendar year 2010 was used in this analysis.

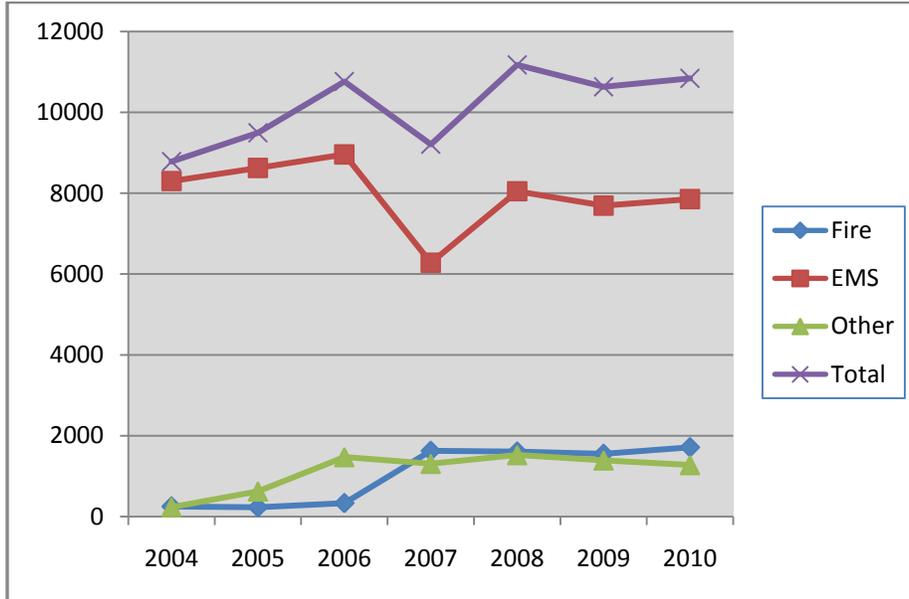
Of note here is the fact that “Medical Transport” occurs on calls that are already counted as incidents within other service categories. The medical transport numbers are included in this report because an increase in transports will adversely impact the amount of time ambulances are available to respond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

#### **d. Frequency of Calls**

Springfield, in cooperation with its metropolitan area service partners, upgraded to a new integrated computer-aided dispatch (CAD) in July 2003, and has also, through the purchase of Fire Data Management (FDM), implemented a dedicated and integrated fire and EMS records management system (RMS) that tracks all incidents within the area-wide system. These changes have eliminated gaps in record-keeping and allowed for improved analysis of all call types and responses. The implementation of Electronic Patient Care Reports (ePCR) further enhanced our ability to accurately analyze call data for medical responses handled by SFLS units.

As stated previously, the majority of SFLS’s calls for service are medical in nature. Figure 2.2 shows the trend of medical responses since 2004. Springfield also provides non-emergency, pre-scheduled patient transports for dialysis, cancer treatments, and other routine appointments for which patients are too sick to travel by taxi, another form of medical transport, or private vehicle.

**Figure 2.2 Calls for Service 2004-2010**



The department currently responds to approximately 21 such incidents each 24-hour period, as seen in Table 2.2 All engine companies are fully qualified paramedics, and outfitted with a complete inventory of advanced life support equipment, providing the City and its protection districts with consistent paramedic first response capability on all incidents.

**Table 2.2 Frequency of EMS Incidents**

	<u>CY08</u>	<u>CY09</u>	<u>CY10</u>
<u>Total</u>			
<u>Daily Avg.</u>	<u>22</u>	<u>21</u>	<u>21</u>

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

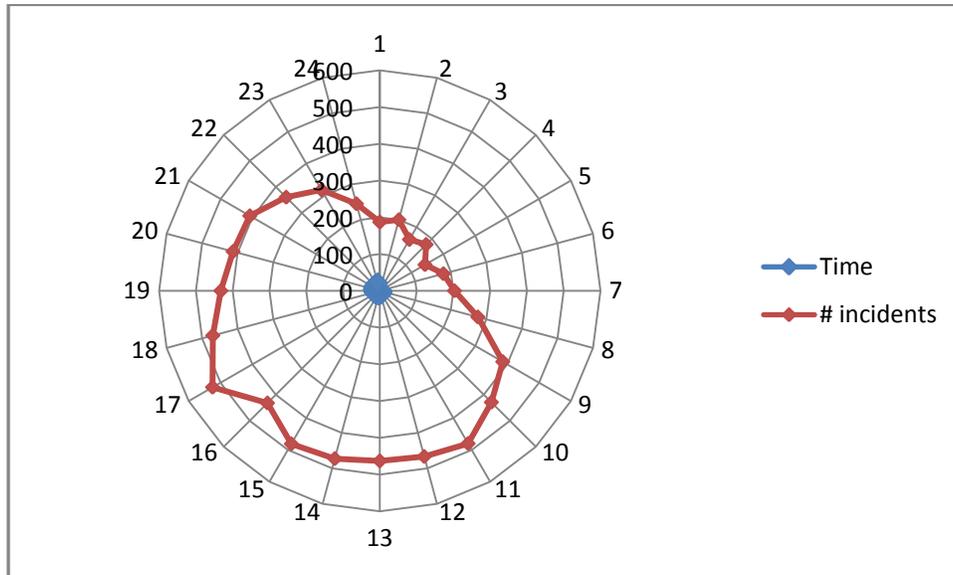
**Table 2.3 Frequency of EMS Transports**

<u>Call Type</u>	<u>CY08</u>	<u>CY09</u>	<u>CY10</u>
<u>Transports</u>	<u>6838</u>	<u>6443</u>	<u>6475</u>
<u>Daily Avg.</u>	<u>18.68</u>	<u>17.65</u>	<u>17.74</u>

**e. Temporal Distribution of Calls**

Calls for service are not distributed uniformly throughout a 24-hour period. The following radius graphs display the temporal distribution of calls for ambulance service by the department in calendar year 2010 by time of day using a 24-hour clock.

**Figure 2.3 Temporal Distribution of Medical Incidents**



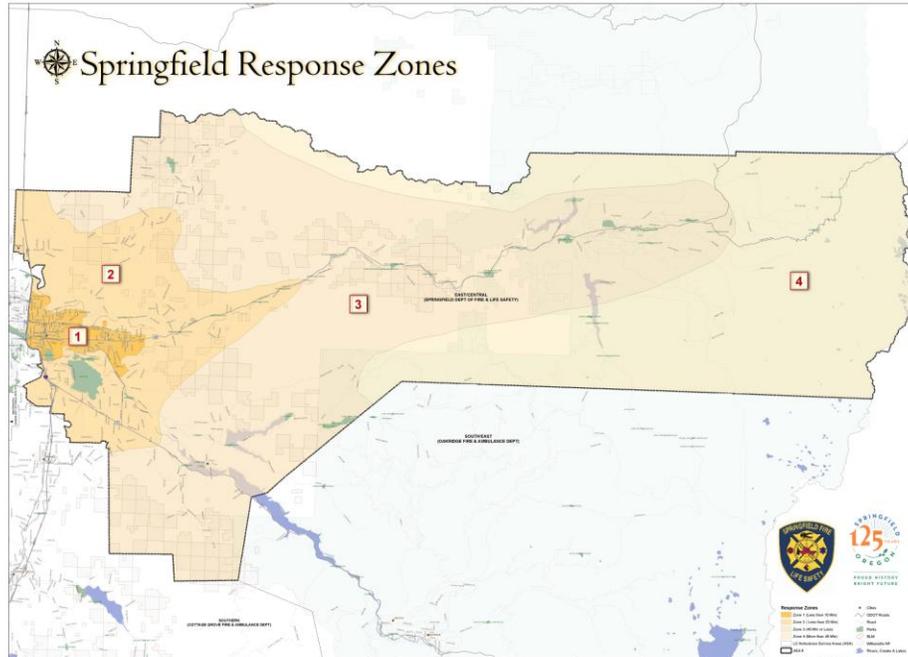
**f. ASA Response Zones**

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

Zones 1, 2, 3, and 4 in each ASA correspond roughly to the State of Oregon’s established urban, suburban, rural, and frontier designations. ASA#5 contains all four zones, with a large frontier territory that could have greater than a 120-minute response time. Springfield response zones are generally described as:

- Zone 1 includes all territory within the Springfield Urban Growth Boundary (UGB). It is considered urban.
- Zone 2 includes territory outside the UGB and to the east approximately to Leaburg and south beyond Highway 58. It is considered suburban.
- Zone 3 includes areas east of the city up the McKenzie River Highway (Hwy 126) past McKenzie Bridge. It is considered rural.
- Zone 4 includes area even farther up the McKenzie River Highway and surrounding National Forest lands north & south of the highway. It is considered frontier.

## Map 2.1 ASA #5 Response Zones



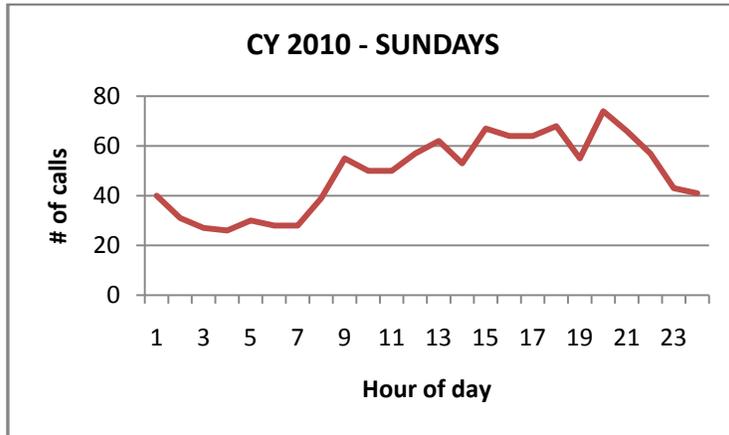
### g. Demands for Ambulance Service

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

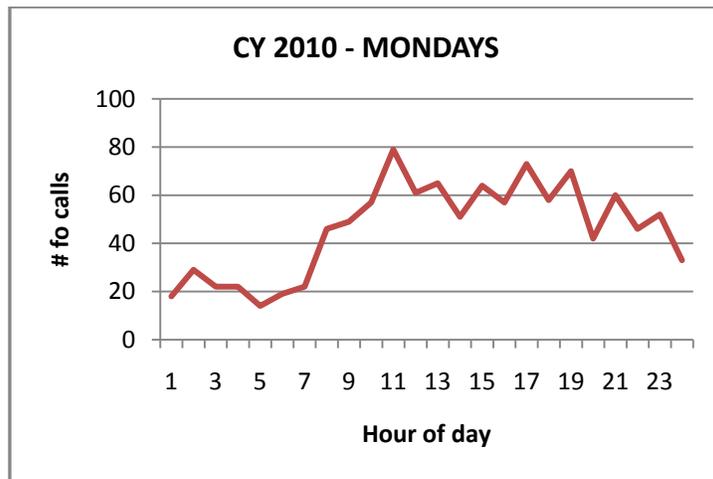
Ambulance calls are displayed using demand charts that outline calls by time of day and day of week. All ambulances are staffed on a traditional 24-hour fire department shift.

Figures 2.4 through 2.10 show the total demand for ambulance services by day of week and time of day.

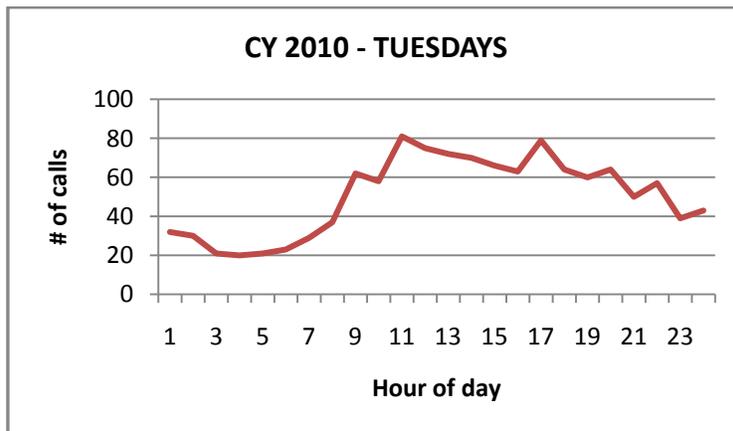
**Demand for Ambulance Service by Day of Week and Time of Day in CY10**



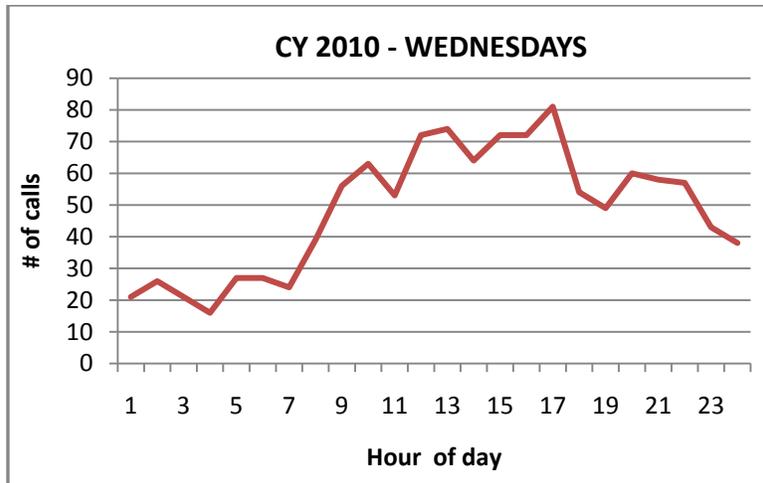
**Figure 2.4**



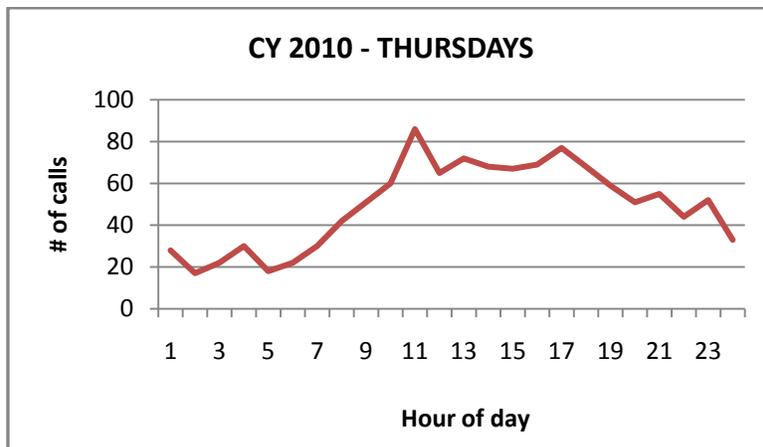
**Figure 2.5**



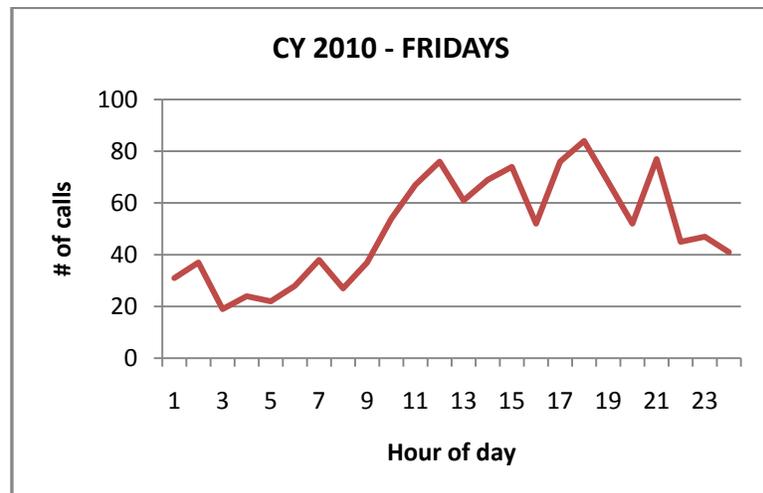
**Figure 2.6**



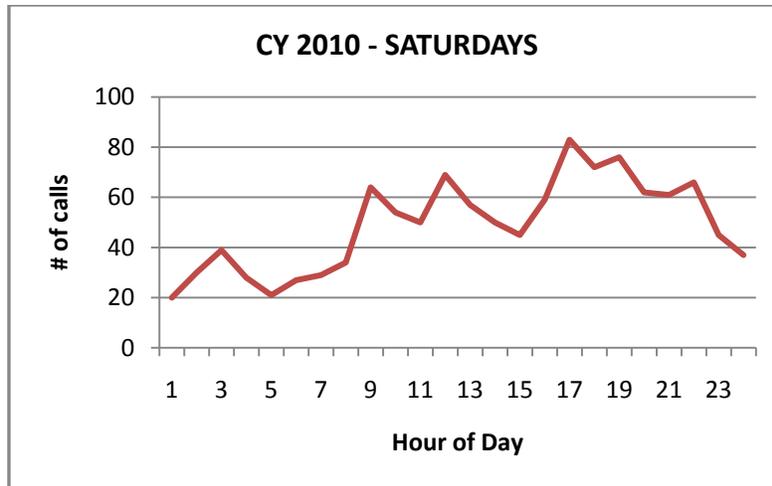
**Figure 2.7**



**Figure 2.8**



**Figure 2.9**



**Figure 2.10**

**h. Medic Units (Ambulances)**

The department currently deploys three 24-hour dual-role (firefighter/paramedic) Type I ambulances staffed with at least two Paramedics. The remainder of the fleet is Type I units in reserve status. All of Springfield’s medic units carry a full complement of advanced life support equipment, and are licensed and designated by the State of Oregon as advanced life support (ALS) ambulances.

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

**i. Critical Tasks (Emergency Medical Services)**

The Springfield Fire & Life Safety Department provides both EMS first response and ambulance transport services to a large portion of east/central Lane County, and responds to approximately 8,000 emergency medical calls for service per year. Because the majority of the department’s call load involves emergency medical service delivery, every Springfield engine company is equipped as an advanced life support (ALS) first response unit, and staffed with at firefighter/paramedics.

It is the intention of Springfield Fire and Life Safety to incrementally create a tiered response system within ASA#5. Utilizing a contracted provider to supply part of the BLS responses maximizes the available time for Springfield ALS resources to be available for emergency calls and other duties.

**j. BLS Non-Emergency Transports**

Based on recent call data, the volume of BLS non-emergency transports is estimated at 1-2 calls per day. Actual call volume may vary.

<b>Month/Year</b>	<b>BLS Inter-Facility Transport Volume</b>
August 2010	17
September 2010	43
October 2010	34
November 2010	42
December 2010	75
January 2011	55
February 2011	41

Reliable data on BLS non-emergency transports prior to August 2010 is not available. Private ambulance providers were taking some BLS non-emergency calls before August 2010, with no records available to Springfield. In August 2010, Lane Code was changed to assign sole responsibility for ambulance operations within an ASA to the ASA provider.

**3. General Qualifications and Requirements**

**a. General Qualifications**

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

**b. General Requirements**

**i. Performance Security**

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

**ii. Equal Opportunity**

It is the policy of the City to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or handicap, in respect to employment, housing, public services, facilities, and accommodations. This

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

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

**iii. Successful Proposer’s Responsibilities**

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

**iv. Insurance**

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

The successful proposer must submit proof of insurance coverage as part of the agreement signing process and prior to beginning work under the agreement.

**v. Prohibited Activities**

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

**4. Performance Requirements**

**a. System Integration**

**i. Scope of Services Generally**

The provider shall provide Pre-Scheduled and Inter-Facility Non-Emergent BLS services within the Ambulance Service Area 5 (ASA #5) assigned to the City of Springfield under the Lane County Area Service Plan. The provider’s responsibilities will include operation of ambulance transport services for Pre-Scheduled and Inter-Facility Non-Emergent BLS seven (7) days per week, twenty-four (24) hours each day. The medically appropriate level of service must be provided without regard to the patient’s status or ability to pay costs.

**ii. Start-Up**

It is desirable to have the successful provider be able to begin operations on or about July 1, 2011 or as soon as possible. As part of the proposal, the proposer shall outline start dates and hours to be covered during transition.

**b. Deployment Plan**

**i. Deployment Plan Required**

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

**3. Amendments**

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

**4. Deployment or Redeployment of Resources**

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

## 5. Resources

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

### c. Operations Requirements

#### i. Response Times

##### 1. Definitions

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

1. Non-emergency facility transfers will be BLS transports where the pick-up location is a hospital.
2. A pre-scheduled non-emergent transfer is a transfer that has been arranged 24-hours before transport.
3. A wait and return will be defined as a pick-up from a facility, transporting to a different facility and waiting on scene for the patient to be treated, and then returning the patient to the original facility.

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

4. Zone 1 includes all territory within the Springfield Urban Growth Boundary (UGB). Zone 2 includes territory outside the UGB and to the east approximately to Leaburg, and includes the contract districts of Willakenzie-Springfield RFPD, Glenwood Water District, and Rainbow Water District. Zone 3 includes territory farther east up the McKenzie River to past McKenzie Bridge. Zone 4 is the frontier areas of largely National Forest land east and south of McKenzie Bridge.
5. The Providers official timekeeper for pre-scheduled transfers and inter-facility non-emergency BLS facility transfers shall be

Springfield Fire & Life Safety. The provider must keep time data and submit a response report to Springfield Fire & Life Safety on a monthly basis. The City shall be the sole determinant if Provider has met response time requirements as outlined in 5.3.1.

6. Dispatch times shall be determined as follows:
  - a. Unscheduled Transfers. For Unscheduled BLS Transfer calls received by provider, the time the request for transfer is dispatched by provider shall be considered the “dispatched” time for all unscheduled BLS transfer calls. If in the event the party requesting service indicates a specific “time for pick-up”, the call shall be considered a Scheduled Transfer if the call is more than 24-hours prior to the requested time for pick up.
  - b. Scheduled Transfers. For all Scheduled Transfers (Timed) calls, the “time for pick-up” shall be considered the “dispatched” time. Any time exceeding a zero (00:00:00) response time shall be considered a late response. For example, a Scheduled Transfer for pick up at 14:00:00 hours should have a 14:00:00 hours dispatch time. If the arrival time of the transporting ambulance is 14:00:01 hrs or greater, it will be considered a late response.

**ii. Response Time Requirements**

The maximum allowable response times are as follows:

	<b>Zone1</b>	<b>Zone2</b>	<b>Zone 3</b>	<b>Zone 4</b>
<b>Unscheduled</b>	30:00 min	45:00 min	60:00 min	120 min
<b>Scheduled Transfer (Timed)</b>	Scheduled time of pick-up			

\*\*Note, there are not any hospital facilities within Zones 3 and 4

**Table 2**

**iii. Failure to Meet Response Time Requirements**

Response times are critical to patient care. The provider is expected to meet or exceed the required response times to every call and failure to do so will result in liquidated damages as provided in **Section 8.2 of the RFP**. In addition, failure to meet the response times in Zone 1 at least 90% of the time or within any zone 80% of the time will result in additional liquidated damages as also provided in **Section 8.2 of the RFP**.

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

**iv. Response Time Exemptions**

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

1. Dispatch Services
  - a. Language Barrier
  - b. Incorrect Address
  
2. Provider Services
  - a. Adverse weather and/or road conditions
  - b. Vehicle problems
  
3. System
  - a. Hospital divert
  - b. Response area obstacles (e.g., limited access, barrier devices).

**v. Use of Mutual Aid and Requirements**

**1. Use of Mutual Aid**

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

**2. Requirement to Enter Into Mutual Aid Agreements**

The provider is required to enter into mutual aid agreements to respond with needed personnel and equipment with all providers in Lane County with whom the City has mutual aid agreements. The mutual aid agreements must be generally in the same form as the City's agreements and reviewed and approved by the City prior to execution.

**d. Dispatch Requirements**

**i. Communications Center**

The provider is required to establish a local non-emergency contact number. For non-emergency BLS pre-schedule transfers, the provider must provide its own dispatch services using call taking and dispatching personnel that meet or exceed Oregon standards and training for telecommunication personnel. All requests other than non-emergency BLS pre-scheduled and inter-facility transfers received by the provider must be immediately transferred to 9-1-1 Central Lane Communications. Likewise, 9-1-1 Central Lane Communications will transfer any non-emergency BLS pre-scheduled transfer requests to the provider. All calls transferred to provider by 9-1-1 Central Lane Communications, will be assessed a Thirty-Nine Dollars and 33/100 (\$39.33) fee per call for Fiscal Year 2012, and adjusted annually thereafter.

**e. Equipment and Supplies**

**i. Communications Equipment**

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

**ii. Medical Equipment and Supplies**

- 1. *Specifications and Coordination:*** The provider must equip all of its ambulances with supplies and equipment necessary to carry out BLS care in accordance with OAR 333-255-0070. The provider's equipment and supplies must meet or exceed the Oregon Department of Human Services, Health Services Division requirements and the City's supply and equipment requirements. The provider will be provided an ongoing opportunity to participate in the development and revision of the equipment and supply specifications.
- 2. *List:*** The provider must provide a list of equipment and supplies used on its ambulances and the City may require the provider to replace any equipment or supply that does not meet requirements or the City's specifications.
- 3. *Exchange:*** The provider will be required to provide and maintain its own equipment and will not rely on exchanges from the City or Central Lane EMS unless a separate agreement with Central Lane EMS is reached.
- 4. *Logistics:*** The provider is responsible for the purchase of all supplies and equipment, and maintaining the cleanliness and adherence to infection control procedures for all equipment and transport units.

**f. Ambulances**

- i. *Quality:*** All ambulances in service in the City’s ASA shall be in good working order and appearance. No Type I ambulance utilized by the Provider may have mileage in excess of 200,000 miles unless otherwise approved by the City’s Fire Chief. No Type II ambulance utilized by the provider may have mileage in excess of 100,000 miles unless otherwise approved by the City’s Fire Chief. No Type III ambulance utilized by the Provider may have mileage in excess of 150,000 unless otherwise approved by the City’s Fire Chief. Vehicles or equipment that the City reasonably determines to have cosmetic or physical deficiencies that may negatively impact customer perception shall be removed from service and either replaced or repaired without undue delay.
- ii. *Specifications:*** All ambulances must be licensed as required by the Department of Human Services, Health Services Division and City of Springfield Municipal Code Section 7.032 and must meet or exceed the requirements set forth in ORS 682.051 to 682.991 and OAR 333-255-0060, in addition to the requirements herein.
- iii. *Color, Marking and Warning Devices:*** All proposed markings and color schemes shall be submitted to and approved by the City prior to implementation and the Provider may be required to change markings and color schemes if required by the City at any time. The provider must have a uniform appearance on all of its apparatus, and must display the words “**Non-Emergency Transport Service**” in a minimum of four inch (4”) lettering on both sides and rear of vehicle.
- iv. *Fleet Size:*** The Provider is required to maintain a fleet size capable of handling not less than 100% of proposed peak deployment in ASA#5. Neither the City’s nor mutual aid resources may be considered part of the Provider’s fleet.
- v. *Maintenance:*** The Provider shall maintain all ambulances and equipment in a manner to achieve the highest standard of safety, reliability and appearance. All personnel utilized to maintain vehicles and equipment must be properly trained, certified, and knowledgeable. Any vehicle or equipment utilized by Provider in providing services that are reasonably found by the City to have any deficiency that may compromise function, must immediately be removed from service.
- vi. *List:*** The Provider shall at all times maintain a current list of ambulances (including reserve units), to include license number, vehicle identification number, name and address of any applicable lien holder and shall make the list available to the City immediately upon request.

**g. Disaster Preparedness**

- i.** The provider shall actively participate with the Springfield Fire & Life Safety Department in its disaster planning and response process to include but not be limited to:
  - 1.** Participating in training programs, exercises, and planning sessions as required by the City; and
  - 2.** Developing response plans for multi-casualty, or disaster situations providing for seamless integration of, and adherence to, Springfield Fire & Life Safety Department guidelines and policies.

**h. Committee Participation**

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

**i. Standby and Event Coverage**

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

**j. Career Development**

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

**k. Personnel and Clinical Standards**

**i. Staff, General**

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

**ii. Command and Control Structure**

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

**iii. Ambulance Staffing**

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

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

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

**iv. Management and Supervision**

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

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

**v. Uniforms and Appearance of Personnel**

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

**vi. Competence and Professionalism of Personnel**

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

**vii. Personnel Training**

**1. Orientation of Employees**

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

**2. Training Records**

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

**3. Student Internships**

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

**l. Medical Direction**

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

**m. Standing Medical Orders and Treatment Protocols**

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

**n. Work Schedules and Employee Affairs**

The provider shall have reasonable work schedules and conditions. Patient care must

not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, and mandatory overtime without adequate rest.

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

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

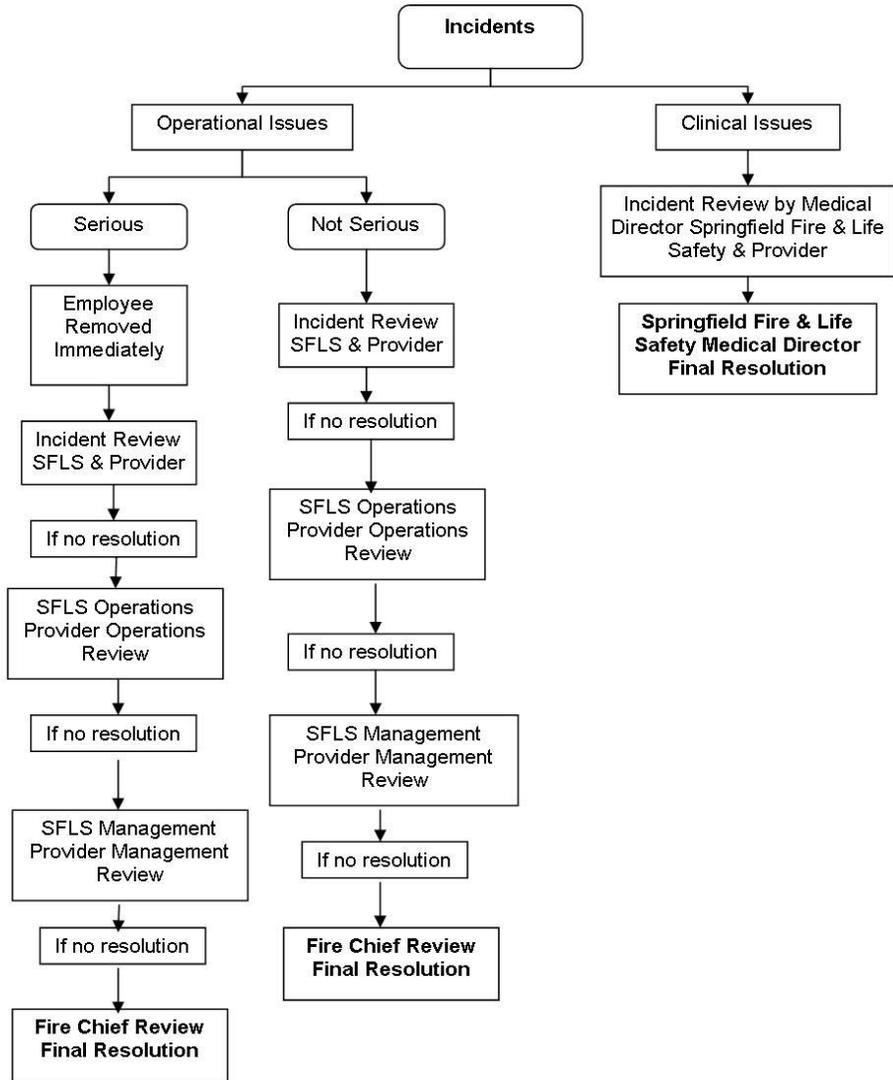
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The City shall, throughout the term of the agreement, have the right of reasonable rejection and approval of staff assigned to the work by the provider. If the City reasonably rejects staff, the provider must provide replacement staff satisfactory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

**o. Conflict Resolution Process**

The City and provider recognize that differences of opinion may arise during the delivery of services under this agreement. For the purposes of this process, serious issues shall be defined as any issue which may result in civil or criminal charges. Other conditions which may violate the agreement shall be considered not serious.

### Conflict Resolution Process



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

### **a. Quality Improvement Program**

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

### **b. Compliance and Audit Program**

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

### **c. Quality Audits and Inspections**

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

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

### **d. Data and Information Reporting**

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

#### **i. Monthly Response Time Report**

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

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

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

For calls canceled en-route, or reassigned en-route, the aforementioned items shall be reported and any additional data necessary to calculate and verify response times as provided in Section 5.3.1.

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

## **ii. Non-Compliant Response Report**

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

This report shall include all information outlined in Section 5.3.1 for all calls in which the response time requirements were not achieved separated into four distinct categories (Zone 1, Zone 2, Zone 3, and Zone 4).

## **iii. Incident Reports**

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

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

- Date of incident;

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

**iv. Quality Improvement Reports**

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

**v. Community and Public Information Report**

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

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

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

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

**e. Record Requests**

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

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

## **6. Community Involvement**

Community outreach and public education are essential elements of any effective EMS system. At the request of the city the provider may participate in community activities. All community activities that the provider participates in shall be approved by the City's Department of Fire & Life Safety.

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

## **7. Finance and Administration**

### **a. Budgeting**

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

### **b. Business Office, Billing and Collection System**

The provider will be responsible for all ambulance billing and revenue for services provided by provider's ambulances and staff only. The City will be responsible for all ambulance billing and revenue for services provided by City resources.

However, if the provider so chooses, the provider may negotiate billing services as a separate contract with the City.

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

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

### **c. Ambulance Rates**

The provider may set its own rates for service subject to approval of the City Manager. The provider may charge no more than the rates charged by the City.

**Current charges: Base rate \$1,600, mileage \$20.00/pt. mile.**

**d. Annual Financial Audits**

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

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

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

**i. Compliance**

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

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

**ii. Reporting to City**

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

The provider shall also notify the City anytime the provider or any of its employees are audited by any regulatory authority. This notice shall be in written

form and forwarded to the City within five (5) working days of the date the provider or any of its employees become aware of any such audit.

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

**f. Demonstration of Financial Position**

**i. Financial History**

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

**ii. Proposed Operating Budgets**

Submit three completed “Proposed Operating Budgets,” one for each of the first three (3) years of operation.

**iii. Projected Revenues**

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

**iv. Organizational Chart**

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

**v. Capital Resources**

Provide and document the following:

1. Access to sufficient capital to provide for implementation and start-up of the agreement.
2. Financial reserves, or net worth, sufficient to fully sustain the operation for 3 months in case you have incorrectly estimated expenses or profits from the operation. Explain plan for funding operation if you do not have sufficient reserves.
3. Any issue or potential event that may have a material bearing on your financial condition, solvency or credit worthiness of the organization. These should include any material contingent liabilities or uninsured potential losses.

4. If you or your parent company is publicly traded, a copy of the most recent annual report and SEC forms 10(k) and 10(Q). These must include audited financial statements for at least the past three (3) years.
5. If you are not publicly traded, copies of audited financial statements for the last three (3) years.
6. A compliance program for all federal programs (Medicare and Medicaid) and third party payer billing. You must identify your program, methods, documentation guidelines and implementation procedures. You must also identify your compliance officer and detail policies related to reporting and resolution of compliance issues.
7. Identify the automated program for billing Medicare and Medicaid electronically.
8. Identify and describe the circumstances of any bankruptcy filings involving your organization within the past five (5) years.

## 8. Independent Contractor Agreement

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

### a. Oregon Revised Statutes, Chapter 279 Provisions

- i. Provider shall make payment promptly, as due, to all persons supplying to the provider labor or material for the prosecution of the work provided for in the agreement.
- ii. Provider shall not permit any lien or claim to be filed or prosecuted against the City of Springfield, on account of any labor or material furnished.
- iii. Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- iv. Provider shall demonstrate that an employee drug testing program, acceptable to the City, is in place.
- v. Provider's employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- vi. Provider shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees, of all sums which provider agrees to pay for such services and all moneys and sums which provider collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

**b. Liquidated Damages.**

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

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

**i. Start-Up**

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

**ii. Zonal Response Times Requirement Damages**

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

**Zone % Compliance for Non-Emergency Transfers**

<u>Percent Compliant</u>	<u>Fine per month</u>
84%	\$500
83%	\$750
82%	\$1,000
81%	\$1,250
80%	\$1,500
<80%	\$2,000

**d. Equipment and Supplies**

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

**e. Mechanical Failures**

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

**f. Ambulance Staffing**

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

**g. Data Information and Reporting**

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

**h. Supporting Documents and Order of Precedence**

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

- i. The City's Request for Proposals (or other document, however named, which constitutes the City's written request or invitation to submit proposals), together with any documents incorporated by reference therein.
- ii. The City's Letter of Award (or other written document accepting provider's Proposal with any modifications or clarifications).
- iii. The provider's written Proposal (or other written response to the City's invitation, as accepted by the City).

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

**i. "Lame Duck" Provisions**

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

- i. The provider will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent agreement to a competing organization, including but not limited to compliance with the provisions related to the qualifications of key personnel.
- ii. The provider will make no changes in methods of operation, which could reasonably be considered to be aimed at cutting services, and operating cost to maximize profits during the final stages of the agreement.
- iii. The City recognizes that if a competing organization should prevail in a future procurement cycle, the provider may reasonably begin to prepare for transition of the service to a new provider. The City will not unreasonably

withhold its approval of the provider's request to begin an orderly transition process, including reasonable plans to relocate staff, scale-down certain inventory items, etc. as long as such transition activity does not impair the provider's performance during this period.

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

**j. Prohibition of Competition**

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

**k. Payment of Taxes**

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

**l. HIPAA Compliance**

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

**m. Identity Theft Protection Program**

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



within the ambulance service area assigned to the City under the Lane County Ambulance Service Plan. Independent contractor shall perform the services in Attachment 1. Attachment 1 – “Supplier” RFP #519 response dated “xxxx”.

4. **Solicitation Process.** This contract was awarded pursuant to the City’s RFP #519 Non-Emergent Basic Life Support Ambulance Transport Service.
5. **Term.** This Agreement is effective as of the date first set forth above and shall continue until January 31, 2012 unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties. The Agreement may be amended annually, to extend the term stated herein, for not more than two (2) successive one-year periods, upon mutual agreement of the parties. In negotiating any extension CITY shall consider the requirements or SMC Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Common Council.
6. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an “Independent Contractor” as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit “A” attached hereto and incorporated herein by this reference.
7. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits “A” and “B” attached hereto and incorporated herein by this reference.
8. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
9. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
10. **Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
11. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
12. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its’ officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
13. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not

currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided

**12. Indemnification and Hold Harmless.** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Independent Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 13 below shall not negate Independent Contractor's obligations in this paragraph.

**13. Insurance.**

**13.1. General Insurance.** The Independent Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own.

**13.2. Professional Liability.** Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, approved by the City's Risk Manager as to terms, conditions and limits.

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

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

**13.6. Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify the City 30

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

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

**13.8. Subcontracting.** Contractor was selected for its special knowledge, skills and expertise, and shall not subcontract the services, in whole or in part, without the City's prior written approval, which may be withheld for any reason.

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

**14. Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective.

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

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

**17. Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent

Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

- 18. Successors In Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 19. Compliance With All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
- 20. Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
- 21. Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 22. Assistance Regarding Patent And Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 23. Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 24. Access To Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- 25. Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
- 26. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

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

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

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

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

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

**CITY OF SPRINGFIELD:**

**INDEPENDENT CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTACHMENT 1 to contract  
Proposer's RFP #519 Response

EXHIBIT "A"

**CITY OF SPRINGFIELD  
INDEPENDENT CONTRACTOR AGREEMENT**

**Independent Contractor Status**

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

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

1. The person maintains a business location:
  - a. That is separate from the business or work location of the person for whom the services are provided; or,
  - b. That is in a portion of the person's residence and that portion is used primarily for the business.
2. The person bears the risk of loss related to the business or the provision of services as shown by factors such as:
  - a. The person enters into fixed-price contracts;
  - b. The person is required to correct defective work;
  - c. The person warrants the services provided; or,
  - d. The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
4. The person provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
5. The person makes a significant investment in the business, through means such as:
  - a. Purchasing tools or equipment necessary to provide the services;
  - b. Paying for the premises or facilities where the services are provided; or
  - c. Paying for licenses, certificates or specialized training required to provide the services.
6. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

## EXHIBIT “B”

### City of Springfield Public Contracts Conformance with Oregon Public Contractors Laws

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

- 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

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

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

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

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).

- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
- a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
  - b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).
- An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).
- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)
- 20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279.525(3) without written direction from the contracting agency. ORS 279C.525.
- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

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

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

ATTACHMENT 3

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond: [ ] None [ ] See Page 3

CONTRACTOR AS PRINCIPAL (Corporate Seal) SURETY Company: (Corporate Seal)

Signature: Name and Title: Signature: Name and Title:

(Any additional signatures appear on page 3) Attorney-in-Fact

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

**10** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

**11** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

**12.1** Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

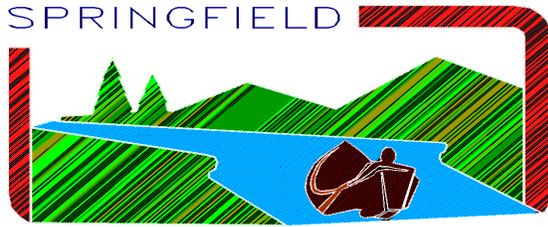
tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**12.2** Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**12.3** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

**12.4** Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**



## Attachment 4

### Authorization to Legally Bind Bidder

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

\_\_\_\_\_  
(Signature of person authorized to bind Bidder)

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Print Name of Person signing as authorized to bind Bidder

\_\_\_\_\_  
Title of Person signing as authorized to bind Bidder

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax

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

\_\_\_\_\_  
email address