

IMPORTANT NOTICE!!

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

Jayne McMahan jmcmahan@springfield-or.gov

Information to be provided:

- “RFP#1308 Municipal Jail Medical and Dental and Dental Services” in the subject line
- Company name
- Primary contact name
- Primary contact title
- Primary contact direct phone #
- Primary contact email

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

**CITY OF SPRINGFIELD
OREGON**

**Request for Proposal #1308
Police Department
Municipal Jail Medical and Dental Services**

Sealed proposals will be received by the Finance Department, City of Springfield, 225 Fifth St. Springfield OR, 97477, Attn: Jayne McMahan until 2:00 p.m. local time, the 30th of October, 2014 and opened at 2:00 p.m. local time the same day, for proposals regarding Municipal Jail Medical Services. Sealed proposals must be marked "**RFP #1308 Municipal Jail Medical and Dental Services**".

Proposal packets are available on the City's website at www.springfield-or.gov (select the hyperlink from the left menu titled *Purchasing/Contracts* then *RFP #1308 Municipal Jail Medical and Dental Services*) or by contacting Jayne McMahan by email: jmcmahan@springfield-or.gov.

Non-mandatory pre-proposal meeting and municipal jail walk through Oct. 14, 2014 3:30 p.m. – 5:00 p.m.

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



Robert J. Duey
Finance Director
City of Springfield, OR

Publication Schedule:

The Register Guard: September 29, 2014
Daily Journal of Commerce September 29, 2014



Request for Proposal #1308

Municipal Jail Medical and Dental Services

City of Springfield
Police Department
Springfield, Oregon 97477

September 29, 2014

I. Project Overview

In January of 2010, the Springfield Municipal Jail began operations in a new facility constructed with support from Springfield voters. The jail portion of the facility is designed to hold up to 100 municipal offenders, and operates as a 'males only' facility. The current contract for inmate medical/dental services expires on December 31, 2014.

The City of Springfield herein requests proposals from qualified professionals able to provide inmate medical and dental services to the Springfield Municipal Jail beginning January 1, 2015. The Contractor shall provide a variety of medical services to inmates incarcerated at the Springfield Municipal Jail. If necessary a separate provider may be contracted to provide dental services to said inmates. The responsibility for medical care of an inmate commences when an inmate is booked into the Springfield Municipal Jail and/or placed into the City's custody. Typically care will terminate upon discharge and release from City's custody. In some cases limited coordination with subsequent providers of medical or dental services may be required. The Jail has the capacity to house 100 inmates however, City makes no guarantee that the facility will be at full capacity at any given time. Daily population at the Jail averages around 60 inmates.

The City of Springfield anticipates entering into a one-year term contract with a qualified physician or medical team. The contract may be extended in one-year increments by mutual agreement of the Parties for up to four (4) one-year additional terms. Further detail is included in Attachment 3, Sample Contract.

II. Proposal Submission Requirements

Your response to the Request for Proposal must contain all of the information requested in the Request for Proposal along with acknowledgement of all addenda. A completeness check will be conducted for each submission. Incomplete submissions will not be accepted.

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

Submissions must include the items organized and numbered to correspond to each requirement below:

Content requirements

- 1. Cover Letter** – All Proposals must be accompanied by a cover letter signed by an individual who is legally authorized to enter into a contract on behalf of the proposing individual/firm. The letter must introduce the Proposal, and affirm that the Proposer accepts all terms and conditions of the Request for Proposal, including the Attachment 3 Sample Contract terms and conditions. The letter must designate the Proposer's contact person during the Proposal review process. Also, identify whether you qualify as resident bidder as described in ORS279A.120 (1) (b) and if you are licensed to do business in the State of Oregon. Include a statement of

the firm's ability to begin work January 1, 2015 and a statement that the submission is a firm offer for a 90-day period.

2. **Qualifications**- Include a detailed statement of the qualifications of the firm to perform the duties described in Attachment 1 (Scope of Work) and Attachment 2 (Application Questions). This should include organizational history, clients presently served, and extent of medical services work in a controlled environment.
3. **Resumes** - Include a resume(s) for the staff who will be assigned to this engagement.
4. **Fee Proposal** -The fee proposal must list the annual services costs, along with the assumptions that drive that cost including staffing options and service hours. Include staff title, staff cost per hour and total # of hours that were used to calculate annual service costs. Include any out of pocket expenses beyond personnel as well. See Attachment 2 #14.
5. **Additional Services** - If it should become necessary for the City of Springfield to request the Medical Service Provider to render any additional services to either supplement the services requested in this RFP or to perform additional work t, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Springfield and the firm. Any such additional work agreed to between the City of Springfield and the firm shall be performed at the same rates set forth in the Fee Proposal. Submit an hourly fee estimate for additional services that includes fees for all types of employees that will (or could) be assigned to this engagement.
6. **References** - Provide a minimum of three (3) references for Medical Services for organizations for whom you have provided similar services. The references should include, at a minimum, the name of the organization, the address, the contact person, title, email address and a telephone number. References cannot include current City Staff.
7. **Attachment #3** – Sample Contract – in your cover letter acknowledge acceptance of terms and conditions.
8. **Signed Attachment #4** – Authorization to Legally Bind Bidder
9. **Signed Attachment #5** – Minority Women Emerging Small Business Form (MWESB)

III. Evaluation and Selection Criteria

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

1. Evaluation Criteria

The City's review committee will make initial evaluation based on a 100 point scale to include the following criteria:

- **Experience and Past Performance Record:** **20pts**
See Attachment II, questions 1 through 7 for specific details
- **Qualifications/Ability to Provide Requested Services** **15 pts**
See Attachment II, questions 8 through 10 for specific details
- **References** **10pts**
See Attachment II, question 11 for specific details
- **Professional Skills** **25pts**
See Attachment II, questions 12 through 13 for specific details

- **Price of Service to be Provided** **30pts**
See Attachment II, question 14 through 16 for specific details

2. **Tie Breaker**

In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on their Qualifications. If these scores are also tied, then by taking the highest scoring proposer based on Cost.

IV. Schedule for Selection Process

RFP Package Available	Sept. 29, 2014
Pre-proposal Meeting and Jail Walk Through 230 4th Street, Springfield, OR 97477	Oct. 14, 2014 3:30 p.m. - 5 p.m. PT
Request for Clarification Due (if applicable)	Oct. 20, 2014, noon local time
Response to Clarification Due (if applicable)	Oct. 22, 2014
Proposals Due by:	Oct. 30, 2014, 2pm local time
Review & Interview (if applicable)	Nov. 10, 2014
Intent to Award Notice (approximate)	Nov. 17, 2014
Contract Award (approximate)	Dec. 2, 2014

Prospective Proposers may contact Jayne McMahan by email at jmcmahan@springfield-or.gov for further information regarding this process or to request clarification. **Contact with other City officials may be grounds for disqualification.** Please note that the City of Springfield has implemented this policy to ensure fairness and transparency in the selection process. Upon receipt of an inquiry from a prospective proposer, the message is promptly relayed to the project’s lead staff person, who then prepares a written reply. Ms. McMahan, in turn, posts the questions and responses in an Addendum. Follow-up questions and/or clarifications may continue to be submitted in this fashion until noon local time Oct. 20, 2014.

V. Instructions to Proposers

The Request for Proposals may be found on the City of Springfield website at www.springfield-or.gov (Select the **Purchase/Contracts** hyperlink from the menu on the left and then select the document titled **RFP#1308 Municipal Jail Medical and Dental Services**).

Each Proposal must include one (1) original signed submission, three (3) printed copies clearly marked **“RFP#1308 Municipal Jail Medical and Dental Services”** and (1) electronic copy (PDF format) on a CD. Each original Proposal and required copies must be contained in a sealed envelope or box and must be received no later than 2pm, local time, Oct. 30, 2014 at the following address:

City of Springfield
Finance Department
Attention: Jayne McMahan, Procurement and Contracts Manager
225 Fifth Street,
Springfield, Oregon 97477

VI. Late Proposals Not Considered

Proposals must be received by the time specified at the address listed above. Any Proposal received after the deadline will not be considered. Faxed or emailed submissions will not be accepted.

VII. Addenda to RFP

In the event that it is necessary to amend, revise, or supplement any part of the Request for Proposal, addenda will be posted on Springfield's website at www.springfield-or.gov (select the hyperlink **Purchase/Contracts** from the left menu on the home page to be linked to the ITB/RFP page where the document titled **RFP#1308 Municipal Jail Medical and Dental Services** is linked). The City will make a reasonable effort to provide the addenda to all Proposers to whom the City provided the initial Proposal. 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 Proposal. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

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 Proposal, the decision of the City shall be final and binding upon all parties.

VIII. Contract

The successful Proposer will be expected to enter into a professional services contract with the City. The contract will specify the extent of services to be rendered, the means and methods of providing the services, and the amount of compensation. A sample contract is included as Attachment 2.

IX. Negotiation of Price Agreement

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

X. City Selection Discretion

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

XI. Proposal Ownership

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

After opening, all Proposals become part of the public record 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.

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

XII. Exceptions to Request for Proposal

If, for any reason, a Proposer should find fault with the structure of this Request for Proposal or with the evaluation process, concerns may be submitted in writing to:

Jayne McMahan, Procurement and Contracts Manager
Springfield Finance Department
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3708
jmcman@springfield-or.gov

The City will make every effort to answer questions and, if warranted, to amend the Request for Proposal. Responses to questions and amendments to the Proposal will be posted on the Springfield website www.springfield-or.gov (select the hyperlink **Purchase/Contracts** from the left menu on the home page and then select the document titled **RFP#1308 Municipal Jail Medical and Dental Services**). Proposers who are unable or unwilling to meet any of the requirements of this Request for Proposal must include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before noon local time Oct. 20, 2014.

XIII. Comments Procedure

A prospective Proposer may deliver to Jayne McMahan, a written request for change to any of the specification listed in this Request for Proposal. This request must be delivered no later than noon local time Oct. 20, 2014. A written request for change shall include:

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

The City will review the specification change request and notify the prospective Proposers of the decision in writing prior to the 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 Procedure

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

An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of City's Contract award. Concerns must be submitted to:

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

XV. Cost of Proposal

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

Attachment 1

I. Scope of Work

- A. Perform sick call, clinic care, physical examinations, and urgent dental services to patients lodged at the Springfield Municipal Jail, located at 344 "A" Street, Springfield, OR.
- B. Provide site visits to perform services and be available for off-hour calls for medical consultation twenty-four (24) hours per day, seven (7) days per week.
- C. Arrange dental and/or psychiatric referrals.
- D. Be responsible for supervising and reviewing the maintenance of patient medical records on each and every inmate treated. Such records shall be maintained at the City and under City's secure control.
- E. Share information with Springfield Jail Administration as is necessary to administer appropriate basic medical treatment and prescribed medications.
- F. Provide health services to jail inmates in case of an emergency or disaster to include but not limited to triage, first aid, resuscitation of the critically injured, and coordination of direct off-site medical referrals.
- G. In the case of a medical emergency, respond immediately with the appropriate equipment to assess the patient's condition and determine the course of treatment. If treatment is beyond the on-site capabilities, provider will notify the Springfield Jail Administration to request transfer to another site and will specify the mode of transportation. Inmates awaiting emergency transfer will be under constant care by medical service provider or provider's representative.
- H. Coordinate with Jail Administration to ensure food service provided is appropriate for medically ordered diets.
- I. Work with Jail Administration staff to encourage and effect cost containment for services.
- J. Appear and attend when requested by City, all investigation(s) and proceedings where his/her testimony or assistance may be required or desired.
- K. Cooperate with the City in their investigation and/or review of claims and/or complaints.
- L. Prescribe or approve all medications, provider determines necessary to treat inmate(s). Said medications shall be obtained by the City pursuant to direction and guidance of Medical Services Provider. Alternatively in some cases this may involve verifying medications that inmate provides.
- M. Evaluate, recommend, and arrange for laboratory services as approved by Jail Administration. This includes specimen collection and delivery to the appropriate laboratory for processing. When requested by City, screen and/or vaccinate both inmates and Jail staff for communicable diseases including but not limited to TB, HIV, Hepatitis A & B, Meningitis, STD, and Ectoparasites.
- N. When necessary, coordinate with other vendors providing services outside the scope of this medical contract.

- O. Review and approve all written medical standing orders adopted and all other applicable resolutions, orders, procedures and/or policies adopted by the City or the Courts, with regard to the City of Springfield Municipal Jail.
- P. Comply with and assist City in complying with, the privacy and security requirements of the Health Insurance Portability Accountability Act (HIPAA).
- Q. Conform and assist City to conform to state standards for medical services and be generally compliant with the National Commission on Correctional Health Care (NCCCHC) standards.
- R. Coordinate and assist Springfield Jail Administration staff in the implementation of standards and compliance relative to the Prison Rape Elimination Act (PREA) of 2003 and any subsequent requirements mandated by law, including but not limited to prevention, detection and response, investigation, treatment, referral to mental health providers, and reporting.
- S. Be responsible for basic administrative responsibilities which shall include, but shall not be limited to the following:
 - 1. Provide advice on policies, procedures, and forms (administrative or otherwise related to medical treatment, i.e. Refusal of Medical Treatment form)
 - 2. Document care in the medical records
 - 3. Participate in and submit to quality review
- T. Participate in training of Jail staff with respect to staff responsibilities if any, in assurance of medical and dental services for inmates.
- U. All employees of the medical services provider who will deliver services to the jail facility must be approved by the Springfield Jail Administrator or the Springfield Chief of Police. Employees will be screened for security purposes and must comply with the department's written policy and procedures relating to facility security.
- V. All approved Medical Staff, including substitute staff assigned on a short-term basis, must have completed approved PREA training prior to seeing patients in the Springfield Municipal Jail.
- W. Upon request by Springfield Jail Administration or the Springfield Chief of Police, arrange suicide prevention training to be presented to Springfield Jail staff.
- X. In coordination with Springfield Jail Administration, maintain adequate medical supplies onsite to guarantee emergency and non-emergency medical needs.

II. RESPONSIBILITIES OF THE PARTIES

- A. MEDICAL SERVICES PROVIDER:** shall include, but shall not be limited to the following:
 - 1. Maintain own licensure and competency;
 - 2. Maintain malpractice insurance, appropriate medical professional liability insurance, other commercial general liability insurance, and automobile liability insurance suitable for the physician and/or dental services covered by this contract. The City, its employees, officials and agents shall 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 Medical Services Provider or the fault of the his/her agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own.

3. Develop and employ cost-containment measures.
4. Comply with all requirements of law and accrediting agencies for correctional health care.
5. Arrange for and provide a backup alternate physician licensed by the State of Oregon and approved by the City of Springfield, when unavailable to perform the above responsibilities.
6. Provide a method of appropriate disposal of contaminated and/or regulated medical waste including needles, syringes, and other materials used in the treatment of inmates.
7. Provide medical supervision as needed and may include:
 - a. Medical procedures/policies
 - b. Blood borne pathogen exposure
 - c. Infectious disease control
 - d. Medical evaluation and treatment
 - e. Medical exams
 - f. Medical screening
 - g. Medical consultation of provider's nursing staff
 - h. Referral to treatment specialist and/or a healthcare facility as is appropriate
8. Coordinate and convene regular meetings with the Springfield Jail Administrator and/or Springfield Police Department staff to evaluate program needs, problems, inter-relationships between Correctional staff and health services personnel and quality assurance issues.
9. Submit a monthly report of the previous month's health services activities. Medical Services provider shall submit a sample report at the time of submission of the RFP. Provider will be required to adopt and utilize the City of Springfield Information Technology system in place for use by Springfield Jail Administration.

B. MEDICAL SERVICES PROVIDER'S responsibilities shall **NOT** include:

1. Treating inmates who may be in hospitals or emergency rooms.
2. Conducting surgery at the City of Springfield Municipal Jail.
3. Transportation of inmates for treatment outside the City of Springfield Municipal Jail.

Attachment 2

Application Questions

1. What experience does the Proposer have in providing physician services including, but not limited to, general practice, family practice, emergency medicine and internal medicine?
2. What experience does the Proposer have working with incarcerated patients and correctional facilities?
3. What is the length of time Proposer has been providing physician services?
4. What is the Proposer's experience working with governmental entities?
5. Describe any history of adverse events including but not limited to disciplinary action prior and pending by any medical staff, association, or certification board, malpractice complaints, and criminal records
6. Provide specific examples of success regarding previous performances
7. Provide examples of unique or special challenges in the delivery of services and how you responded
8. What medical approach and methodology will be followed to perform the services required in this request for proposal? Include a description of proposer's qualified and trained staff, including ability to provide back-up personnel as necessary in order to provide uninterrupted medical and/or dental services to the Springfield Municipal Jail; overall team philosophy and measureable goals and outcomes in both functional and operating terms to carry out the City's objectives.
9. Describe the Proposer's flexibility to respond to changes in sick call schedules and/or frequency of visits to the Springfield Municipal Jail facility. (i.e. If inmate population unexpectedly and immediately increased to full capacity how would supplier accommodate City to ensure compliance with all medical service requirements?)
10. Describe the proposer's current medical practice and ability to screen in general areas including but not limited to medical, dental and psychiatry. Provide specific education and degrees (MD licensed in State of Oregon required). Include certifications for any/all specialties, or evidence of familiarity in the performance of the described medical services and related work. Provide a photocopy of the current State of Oregon Medical license for the primary physician(s) that would provide service. Include a list of doctors (in the practice or otherwise) who will be providing back-up and their qualifications
11. Provide a list of specific entities which Proposer is now serving successfully. Provide at least three (3) letters of reference including names, email addresses and phone numbers of persons who can provide service references
12. Describe the ability of the proposer to provide health care services to inmates, including familiarity with and ability to manage manipulative and antisocial behavior.
13. Describe your approach to providing a commitment to quality care within cost limitations, and your ability to work with City of Springfield Police and Jail

Administration staff within City of Springfield guidelines. What is your ability to adapt to changing circumstances, City operations, and care delivery methods? What is the proposer's history of developing and employing cost containment measures in a collegial manner with staff?

14. When providing Annual Services Cost information, clearly state the assumptions used in the calculations, including but not limited to the minimum number of service hours, staffing options (physician, physician's assistant, RN, etc.), population assumption (100 inmates maximum), and any considerations for extended periods (i.e. CIP Index). Include your assumptions in calculating annual medical supply costs.

A. Annual Services Cost \$ _____

Clearly state your assumptions in calculating annual cost (including but not limited to):

- Minimum number of service hours
- Staffing options (Physician, Physician's Assistant, RN, etc.)
- Population (100 inmates maximum)
- Period of award one year with (4) four possible one year extensions
- Cost considerations for extended periods (i.e. CIP Index)

B. Annual Medical Supplies for Clinic Cost \$ _____

Clearly state your assumptions in calculating annual medical supply cost (including but not limited to):

- Itemized list of startup medical supplies and costs
- Itemized list of startup medications (over the counter and/or prescription)
- Markup on supplies

C. Innovative suggestions for reducing costs.

15. The municipal jail is equipped with an area designated for medical examinations and sick call. Equipment and supplies include a desk, chair, cabinets for supplies and an exam table. Proposers shall list and describe any additional furniture and fixtures, if any, necessary to meet provider's minimal requirements. Include the anticipated cost per item and whether the proposal includes said cost along with the markup% or if the item(s) would be in addition and at City expense.
16. List Proposer's recommendation for medical supplies and quantities to include requirements for safe handling and rotation schedules of medical supplies delivered (i.e. cold storage requirements, etc.) With this list include a matrix indicating the item name, the cost per item and the initial and recommended procurement quantity. Provide City some estimate of annual expenditures to be expected based on inmate capacity.

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

Dated:

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

and

("Independent Contractor")

Additional Independent Contractor Information:

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

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

Account Number	Percentage

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

1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described in Attachment 1 attached hereto and incorporated herein by this reference and in an amount not to exceed \$_____.
2. **Invoice.** Invoice to be sent to: Accounts Payable - City of Springfield, 225 5th Street, Springfield, OR 97477 or email to accountspayable@springfield-or.gov. Invoice will be paid on net 30 day terms upon City acceptance of goods delivered, work or services performed. The invoice must reference this contract #XXX
3. **Services to be Performed by Independent Contractor.** Independent Contractor shall perform the services described on Attachment 1.

ATTACHMENT 3

4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until _____, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties. This Agreement may be extended for additional four (4) one-year periods upon agreement of both parties which includes the review and approval of the Springfield Common Council in considerations of the requirements of the Springfield Municipal Code Section 2.708(3).and with the following procedure:
 - 4.1 The parties shall confer not later than 30 days before the expiration of this Agreement regarding the desirability of extending the Agreement. The Springfield Contract Representative and the Independent Contractor shall confer regarding the proposed fee for services and any other proposed Agreement revisions proposed by either party.
 - 4.2 If the parties, after negotiation, agree, an Agreement Modification that stipulates any and all Agreement modifications shall be executed. The Agreement Modification shall be attached to this Agreement.
5. **Sourcing.** Independent Contractor selected as a result of RFP#1308 Municipal Jail Medical and Dental Services issued Sept. 29, 2014.
6. **First Point of Contact.**
Independent Contractor: [insert name, ph# and email address]
CITY: [insert name, ph# and email address]
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
13. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, it's officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
14. **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

ATTACHMENT 3

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

15. 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 16 below shall not negate Independent Contractor's obligations in this paragraph.

16. Insurance.

16.1. General Insurance. The Independent Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Independent contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent contractor agrees that the limits regarding liability insurance set forth in this Section 15.1 will be modified to conform to such limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

16.2. 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 insurance policy with limits no less than \$3,000,000 and approved by the City's Risk Manager as to terms, conditions and limits.

16.3. 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.

16.4. 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.

16.5. Notice of Cancellation or Material Change in Coverage. The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any

ATTACHMENT 3

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

- 16.6. Equipment and Material.** The Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 16.7. Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.
- 16.8. Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.
- 17. Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.

ATTACHMENT 3

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

ATTACHMENT 3

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: _____

SAMPLE

ATTACHMENT 3

EXHIBIT "A"

CITY OF SPRINGFIELD INDEPENDENT CONTRACTOR AGREEMENT

Independent Contractor Status

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

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

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

ATTACHMENT 3

EXHIBIT "B"

City of Springfield Public Contracts Conformance with Oregon Public Contractors Laws

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

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

An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).
- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

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

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

ATTACHMENT 3

- 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 4

Authorization to Legally Bind Bidder

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

(Signature of person authorized to bind Bidder) Dated

Print Name of Person signing as authorized to bind Bidder

Title of Person signing as authorized to bind Bidder

Firm Name

Phone

Address

Fax

City, State, Zip

email address

Minority, Women, and Emerging Small Business/Disadvantaged Business Enterprise



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

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

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

Prime Bidder/Proposer: _____

Business Name: _____

Contact Person: _____

CCB#/PE#/Other Registration: _____

Business Address: _____

Business Phone: _____

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

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

First Tier Sub-contractors:

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