



REQUEST FOR PROPOSAL

Services

R19-003 IP

Date issued: April 8, 2019

AMBULANCE SERVICES

**THE CITY OF COLORADO SPRINGS
COLORADO SPRINGS FIRE DEPARTMENT**

The City of Colorado Springs requests proposals, from experienced and qualified organizations as detailed in this Request for Proposal (RFP), for emergency medical EMT- Paramedic Ambulance Services.

This Request for Proposal is posted to Rocky Mountain E- Purchasing System (<https://www.bidnetdirect.com/colorado>) as well as the City's Bonfire Procurement Platform (<https://coloradospringsgov.bonfirehub.com>).

SUBMITTALS FOR THIS PROJECT WILL BE ACCEPTED ON THE BONFIRE PROCUREMENT PLATFORM. Please log in to submit a proposal for this project. All required documents will be uploaded to the Bonfire Procurement Platform.

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SECTION I – PROPOSAL INFORMATION

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com) and on the Bonfire Website (<https://coloradospringsgov.bonfirehub.com>). All addenda or amendments shall be issued through BidnetDirect and Bonfire websites and may not be available through any other sources.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

All times are Mountain Standard Time (MST) unless noted.

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	April 8, 2019
Pre-Proposal Conference	April 22, 2019 at 12:30 PM

We will hold a pre-proposal conference at the City Hall Building, 107 N. Nevada Ave., Pikes Peak Conference Room, Colorado Springs, CO 80903. This meeting is not mandatory, however all Offerors are encouraged to attend.

Cut Off Date for Questions April 29, 2019 by 2:30 PM MST

Questions about the RFP must be emailed in writing and directed to Izabela Podlecki at the following email address: ipodlecki@springsgov.com. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.6 Amendments.

The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.

Proposal Due Date	May 13, 2019 by 2:30 PM MST
Interviews (if applicable)	+/- July 08, 2019
Intent to Award	+/- July 15, 2019

*******NO LATE OFFERS WILL BE ACCEPTED*******

Date/Time: Proposals shall be received on or before May 13, 2019 by 2:30 PM
MST

Identification of Proposal:

Proposals are to be submitted electronically on the Bonfire Procurement Platform (<https://coloradospringsgov.bonfirehub.com>).

1.2 NUMBER OF COPIES

The Offerors shall submit two (2) electronic copies on the Bonfire Procurement Platform (<https://coloradospringsgov.bonfirehub.com/login>).

One (1) copy shall contain all information to include any proprietary and confidential information and shall be marked "ORIGINAL". One (1) copy of your proposal must be submitted for public viewing and should be marked '**PUBLIC**'. The purpose of this copy is to meet the requirements of the Colorado Open Records Act and should not contain your proprietary information.

Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

1.3 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.

The term "Contractor" or "Consultant" means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term "Offer" means the proposal.

The term "Offeror" means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term "Project" refers to R19-003 IP Ambulance Services.

The term "Request for Proposal" or "RFP" means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed

by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

1.4 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by the Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.5 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term "CONFIDENTIAL" on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.6 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com) and on the Bonfire website <https://coloradospringsgov.bonfirehub.com>.

It is the Offeror's responsibility to check the websites for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

1.7 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.8 ACCEPTANCE

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 120 calendar days from the date of the submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers, (b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

1.9 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total and sole responsibility.

1.10 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

1.11 PERFORMANCE PERIOD

The preferred performance period of the contract, as a result of this RFP, is anticipated to be as follows.

Base Contract: January 3, 2020 @ 0700 – January 3, 2025 @ 0700

Option Year 1:	January 3, 2025 @ 0700 – January 3, 2026 @ 0700
Option Year 2:	January 3, 2026 @ 0700 – January 3, 2027 @ 0700
Option Year 3:	January 3, 2027 @ 0700 – January 3, 2028 @ 0700
Option Year 4:	January 3, 2028 @ 0700 --January 3, 2029 @ 0700
Option Year 5:	January 3, 2029 @ 0700 --January 3, 2030 @ 0700

1.12 DEBRIEFING

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a Notice of Intent to Award.

Evaluation materials, scoring, and Offeror proposals are not available for review until a contract is executed.

1.13 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other Offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other Offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

1.14 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

1.15 NON-COLORADO ENTITIES

If Offeror is a foreign entity, Offeror shall comply with C.R.S. sections 7-90-801, “Authority to transact business or conduct activities required,” and section 7-90-

802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the City of Colorado Springs a certified copy of the designation of place of business and the appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.16 PROCUREMENT RULES AND REGULATIONS

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website www.coloradosprings.gov. The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

1.17 FAIR TREATMENT OF OFFERORS

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

1.18 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- (a) Sections I-IV of this Solicitation
- (b) Statement of Work

(c) Other Appendices, Schedules, Exhibits, or Attachments

1.19 RESERVED

1.20 INTERPRETATION OF PLANS AND SPECIFICATIONS

Any change to proposal forms, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

1.21 COMBINATION OR CONDITIONAL PROPOSALS

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

1.22 ANTI-COLLUSION AFFIDAVIT

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

1.23 BLACKOUT PERIOD

The Blackout Period is a specified period of time during a competitive procurement process in which any potential Offeror, or its agent or representative, is prohibited from communicating with any City employee, elected official, or Contractor of the City about the affected procurement. All communications to and from potential Offerors and/or their representatives during the Blackout Period must be in accordance with this RFP's defined method of communication with the designated contact person and the Contracts Specialist. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded and all conditions precedent to the notice to proceed have been met.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

- Duly noticed site visits and/or conferences for Offerors
- Oral presentations during the evaluation process

- Communications regarding a particular solicitation between any person and staff of the City provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the RFP, but **shall not** include any substantive matter related to the particular procurement or requirements of the RFP

Violation of this provision will cause the Offerors proposal to be found in violation and may be summarily rejected by the City. Any costs associated with cancellation or termination will be the responsibility of the potential Offeror.

1.24 PIGGY BACK PROVISION

The successful Offeror may elect to extend the opportunity to utilize the resultant award at the price(s) and structure to other governmental agencies and districts. Requests for participation will be coordinated by the applicable government agency or district, and that agency will be responsible for contracting with the successful Offeror.

1.25 FULL DISCLOSURE

The Offerors must disclose the full details of any variables in their response. This may include, for example, any discussions between Offeror and other local Fire Departments, Fire Protection Districts, or First Responder agencies, and El Paso County as to what their roles may be as part of the proposal; as if they were acting as a Subcontractor.

1.26 DATA AND STATISTICS

Relevant data regarding the EMS system and the City's statistics is available online at <https://coloradosprings.gov/fire-department/page/statistical-abstracts?mlid=5796> . The City makes no representation as to the accuracy of such information and it is provided to the Offerors for such use in the preparation of proposals as each Offeror determines is appropriate under the circumstances. The City guarantees no minimum number of instances requiring services or dispatches for service within or for any period of time.

Data and statistics regarding El Paso County can be obtained through El Paso County, Colorado. Contact Ted Sayer, Emergency Services Authority @ www.esaboard.org or tedsayer@elpasoco.com.

1.27 PERFORMANCE SECURITY

The successful Contractor will be required to provide to the City an automatically renewable, irrevocable Performance Bond in a form and substance acceptable to

the City. Such instrument will provide for direct draw by the City and restriction of rights of both the Contractor and the Contractor of the bond to object and/or to refuse to honor a demand by the City. The amount of the Performance Bond will be three million dollars (\$3,000,000).

Because it will be impracticable to determine actual damages in the event of the Contractor's breach or default resulting in contract termination, the Contractor and the City will agree that the amount of the Performance Bond is a reasonable amount for liquidated damages. The liquidated damages amount is not a penalty, but will be agreed, deemed and taken to be and treated as reasonable damages incurred by the City for the Contractor breach or default resulting in contract termination.

The Performance Bond will be required to be issued by a federally insured (FDIC) banking institution and/or surety with a substantial presence in the United States and rating acceptable to the City.

The Contractor will be required to maintain the Performance Bond and the Contractor of the Performance Bond will agree to renew the Performance Bond throughout the term(s) of the Contract.

1.28 LIQUIDATED DAMAGES

Except for failures to meet performance requirements caused by the City, the successful Contractor will be assessed Liquidated Damages for failure to meet performance requirements. The assessments represent a reasonable endeavor by the City and the Contractor to estimate a fair compensation for the foreseeable damage to the City and its residences due to the Contractor's failure to meet the performance standards. The proposed Liquidated Damages are provided in Exhibit 11.

1.29 LOGOS

The City logo is trademarked and property solely of the City of Colorado Springs. Offerors do not have permission to use our logo on any documentation or proposal presentation materials and to do so would be a violation of our trademark. We also prefer your company does not utilize its trademark as to not influence an evaluator's evaluation.

1.30 ADA STANDARDS

It is a requirement of the City and required by law that any new or renovated facility meet the scoping and technical requirements of the 2010 ADA Standards for newly designed and constructed or altered local government facilities, public accommodations, and facilities. Facilities that are designed, constructed, and/or altered facilities that meet or exceed the IBC 2015/ANSI A117.1 2009, used by

Pikes Peak Regional Building Department, will be accepted as meeting or exceeding the 2010 ADA Standards.

SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than one hundred (100) pages. **A page shall be defined as 8-1/2" x 11"; single sided, numbered and with one inch margins, and a minimum font of 11-point Times New Roman.**

The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

- Exhibit 1 Proposal Certification
- Exhibit 3 Exceptions
- Exhibit 4 Minimum Insurance Requirements
- Exhibit 6 Qualification Statement
- Exhibit 7 Respondent's Fee Schedule
- Exhibit 8 Contract Proforma
- Audited Financial Statements
- Copy of Security Bond or proof of eligibility (required)
- El Paso County Ambulance Licensing (optional)
- Example of ambulance contract that is approved by Offeror's legal department (required)
- Startup timeline and supporting documentation (required)
- Addenda(s) if issued

2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.

- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- E. The signature of an authorized principal, partner, or officer of the Offeror.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, size of firm, and financial stability (annual public reports or private audited financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City).

It is the City's desire to have strong, local control of the successful Contractor's operations in the service area. Therefore, each Offeror is required to provide the title, reporting relationship and limits of authority for a senior executive who will have an office within the service area and serve as the Contractor's primary contact person with the City.

The Colorado Springs Fire Department ("CSFD") will provide the ultimate field medical supervision necessary for effective oversight of ambulance transport services. The Contractor shall provide a minimum of one (1) field designee with current credentials and clinical field experience, who shall be on duty at all times in order to oversee or provide support to field personnel as necessary. This/these individual(s) shall serve as the liaison with the CSFD.

2.5 PROJECT APPROACH/COMPLIANCE WITH STATEMENT OF WORK (SOW)

Each proposal will be reviewed and scored based upon its completeness and clarity addressing each required component. The following criteria are:

- Overview of general plan to meet minimum response time standards (minimum level of service) as outlined in SOW section 5.9. City encourages Offerors to propose on how they can exceed minimum response times and meet the preferred response times
- Proposed start up plan and schedule
- Number of dedicated ambulances to be deployed during each hour of the day and day of week
- 24 hour system status management strategies to deploy and re-deploy resources to meet performance requirements

- How Offeror will meet the demand for emergency ambulance response during peak periods, during unexpected periods of unusually high call volume, and during inclement weather
- Proposed ambulance station or post locations ensuring ability to meet response time standards to all areas served
- Planned use of call back crews
- How workload (system demand and work performance) will be monitored
- How ambulances will be staffed and the number of full-time and part-time employees proposed
- Disaster preparedness
- Service model proposed
- Experience with computer aided dispatch system (CAD) design and implementation of CAD system
- Use of technology to improve patient care, response time and communication between agencies
- Respondents Fee Schedule (Exhibit 7) - the Offerors shall list their fees for all services
- Others as listed in SOW

2.6 REFERENCES

To ensure the Offeror's performance history meets City's expectations, each proposal will be reviewed and evaluated upon its completeness and clarity in addressing each of the required components, below:

- The population served
- The term of the other contracts
- Public/private partnership experiences
- Whether first response services were provided by a fire department or other agency, and if so, at what level
- List of current clients and all subsidiaries, parent companies and other partnerships the respondent is presently working with and in connection with the provision of ground ambulance transportation services
- The circumstances of any terminations of emergency ambulance service, agreements or contracts within the past five (5) year;
- Any and all regulatory investigations, findings, actions, complaints and the resolution of each
- Any and all EMS contract terminations, breaches, or defaults within the last five years, with or without cause
- Any clinical or operational concerns provided by references
- The circumstances and resolutions of any and all contract disputes or notices of non-compliance
- All litigation in which the Offeror has been involved in the past five (5) years; and all litigation in which the Offeror's agents or Offeror's executives have been involved in the past five (5) years related to the agent or executive's role with the Offeror

- Compliance with Department of Health and Human Services Office of Inspector General (OIG) exclusion list found <https://exclusions.oig.hhs.gov>

2.7 QUALIFICATIONS AND EXPERIENCE

Credentials will be reviewed and evaluated to establish the strength of each Offeror in the areas of qualifications, experience, financial capability, and regulatory compliance. The successful Offeror shall have experience providing 911 Advanced Life Support (ALS) and Basic Life Support (BLS) services.

The Offerors may not submit incomplete credentials. Incomplete or lacking credentials may result in the rejection of a proposal.

Upon receipt of all proposals, the Contracts Specialist will conduct a review; and if deemed necessary, verification of the credentials of each Offeror. A more thorough review of credentials may be performed with respect to the Offeror selected for award recommendation and/or a respondent invited to submit a Best and Final Offer (BAFO).

The Offeror shall submit with a brief explanation any legal actions ongoing or closed, contract defaults, and breaches that have occurred with the company within the last five years.

2.8 PROPOSAL PRESENTATION

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.9 EXCEPTIONS

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

2.10 INSURANCE REQUIREMENTS

All Offerors must complete Exhibit 4, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

SECTION III – EVALUATION FACTORS

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

3.1 EVALUATION CRITERIA

3.1.1 ORGANIZATIONAL BACKGROUND AND OVERVIEW

See Section II - Item 2.4

3.1.2 PROJECT APPROACH/COMPLIANCE WITH SOW

See Section II - Item 2.5

3.1.3 REFERENCES

See Section II - Item 2.6

3.1.4 QUALIFICATIONS AND EXPERIENCE

See Section II – Item 2.7

3.1.6 PROPOSAL PRESENTATION

See Section II – Item 2.8

3.1.7 EXCEPTIONS AND INSURANCE

See Section II – Items 2.9 and 2.10

3.2 RANKING

A. The order of ranking or importance in the evaluation shall be as follows:

First:	Project Approach
Second:	Organizational Background and Overview
Third:	Qualifications and Experience/References
Fourth:	Proposal Presentation
Fifth:	Exceptions and Insurance Pass/Fail

3.3 TECHNICAL AND EVALUATION COMMITTEES

The City's Procurement Services Division will review all submitted Proposals and determine which proposals are responsive and non-responsive. Upon completion of the Procurement Divisions initial review of responsiveness, all responsive proposals will be released to the Technical Review Team. The Technical Review Team will make recommendations for ranking of the technical requirement of the RFP to an Overall Evaluation Committee. The Overall Evaluation Committee will consider technical recommendations and score the proposals. This scoring will

determine which Offerors are considered to be in the competitive range. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable.

If the Overall Evaluation Committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The Overall Evaluation Committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking. The evaluation team will identify the top-ranked proposal/Offeror whose proposal is determined to be the most advantageous to the City based on the evaluation criteria.

Upon completion of the proposal and interview(s) review process, the Overall Evaluation Committee will compare the top-ranked proposal to an option to insource ambulance services. This comparison will be based on objective criteria to determine whether the City should continue to outsource ambulance services, or whether it should reject all proposals and insource ambulance services. If the Evaluation Committee determines that the City should continue to outsource ambulance services, it will proceed to contract award.

The City may request further information or clarification from the City's insource team and from any Offeror whose proposal is within the competitive range. Requests for further information or clarification will be tailored to the evaluators' needs regarding the specific proposal and directed to the Offeror or insource team, as applicable.

The City may also seek expert advice to help review proposals. Such advisors to the Overall Evaluation Committee may attend evaluation meetings, Offeror presentations and lend any such expertise to the process as requested by the Evaluation Committee. However, any such person that is contacted by the City for their expertise are subject to the Blackout provision outlined in Section I Subsection 1.23, and shall not have communications with any Offerors regarding their proposals or the process. Such advisors shall have no role in the evaluation and selection of the successful Offeror other than an advisory role to the Overall Evaluation Committee.

The City also reserves the right to request best and final offers from all Offerors: outsource and insource, at any point in the proposal evaluation process.

3.4 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal.

A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. The City will negotiate in good faith with the successful Offeror that will partner with the City to improve/enhance the delivery of emergency medical services. Each of the below items may be negotiated, however, under no circumstances with the negotiations result in a lower level of service than the City is presently contracted to receive. The statement of work and exhibits illustrate the system's historical data. This information will serve as the starting point for negotiations. Items the City will consider for negotiations include, but is not limited to:

- On time performance (OTP) measurements
- Response times
- Geographical response zones
- Financial reimbursement for services, equipment and supplies furnished by the City
- Liquidated damages (fines)

In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second ranked Offeror, or the City may decide to call for new proposals.

Immediately after the Notice of Intent to Award, the successful Offeror will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS

4.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

There are no Special Terms and Conditions to this Solicitation.

SECTION V – EXHIBITS

5.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Statement of Work
Exhibit 6	Qualification Statement
Exhibit 7	Respondent's Fee Schedule
Exhibit 8	Contract Proforma
Exhibit 9	Evaluation Score Sheet
Exhibit 10	Colorado Springs EMS Operating Guidelines
Exhibit 11	Liquidated Damages
Exhibit 12	Response Data Summary
Exhibit 12A	Ambulance Response Zone Map
Exhibit 13	Payor Mix Information

EXHIBIT 1 PROPOSAL CERTIFICATION

Check or Mark the space after each number to indicate compliance.

1. _____ Address of Offeror’s Principal Place of Business:

Does Offeror have an established office or facility in Colorado Springs?

Yes _____ No _____

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established _____

Address of Colorado Springs Facility:

Percent of Work to be Performed from Principal Place of Business? _____

Percent of Work to be Performed from Colorado Springs Facility? _____

2. _____ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes _____ No _____

Your property and liability insurance company is licensed to do business in Colorado:

Yes _____ No _____

Provide the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes _____ No _____

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes _____ No _____

3. _____ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

4. _____ Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has appointed _____ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (____) _____

Email: _____

The undersigned acknowledges and understands the terms, conditions, Specifications and all requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

(Name of Company)

(Signature)

(Address)

Date

(City, State and Zip)

(Telephone Number)

REPRESENTATIONS AND CERTIFICATIONS

Exhibit 1 Continued

1. INSURANCE REQUIREMENTS

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and “additionally insured” statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror’s proposal.

Initials for 1

2. ETHICS VIOLATIONS

- a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City’s Procurement Rules and Regulations.
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- d) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror’s firm or any of its branches.
- e) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- f) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by the City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- g) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- h) The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

Initials for 2

3. ILLEGAL ALIENS

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

1. Offeror shall not:
 - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - b. Enter into a contract with a subcontractor that fails to certify to Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Offeror has verified or attempted to verify that Offeror does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
3. Offeror will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
4. If Offeror obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, successful Contractor shall:
 - a. Notify the subcontractor and the City within three days that Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror shall not terminate the contract with the subcontractor if during this three day period:
 - i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
 - ii. The Offeror will not employ the illegal aliens in the performance of any City contract.
5. Offeror shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
6. If Offeror violates this provision, the City may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

Initials for 4

5. INTERNET USE

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contact.

Initials for 5

6. LITIGATION

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

Initials for 6

7. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that they are (check all that apply):

_____ Large Business (i.e. do not qualify as a small business or non-profit)

_____ Nonprofit

_____ Small Business

_____ Minority Owned Business/Small Disadvantaged Business

- _____ Woman Owned Business
- _____ Veteran Owned Business
- _____ Service-Disabled Veteran Owned Business
- _____ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

Initials for 7

8. CONTRACTOR PERSONNEL

- a) The Offeror shall appoint one of its key personnel as the “Authorized Representative” who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems, modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Offeror’s proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, _____ (Name)
 with position, _____ (Title)
 Can be reached at _____
 Work telephone number: _____
 Home telephone number: _____
 Cellular telephone number: _____
 E-mail address: _____

Initials for 8

9. OFFEROR'S CERTIFICATION

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Offeror;
- b) He/She has read and agrees to the City's standard terms and conditions attached.
- c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other Offeror or City employee and has not colluded with any other Offeror or City employee.
- d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.
- e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

Initials for 9

10. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - a. Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. Have (), Have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - c. Are (), Are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the

Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initials for 10

11. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

Initials for 11

12. CITY CONTRACTOR SAFETY PROGRAM

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 12

13. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 13

14. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in the City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor
P.O. Box 2241
Colorado Springs CO 80901

Or via email at CityAuditManagement@springsgov.com. Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

Initials for 14

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

Signature of Authorized Representative

Printed Name:

Title:

Date:

EXHIBIT 2 SAMPLE CONTRACT

SERVICES CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist	Name & Phone#	City Dept Rep	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:		Period of Performance:	

1. INTRODUCTION

THIS CONTRACT ("Contract") is made and entered into this ____ day of _____, 2019 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: R19-003 IP.

The Contractor did on the ____ day of _____, 2019 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract Document
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor's Proposal
4. Appendix C – Statement of Work
5. Appendix D – Liquidated Damages

2. RESERVED

3. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

All times are Mountain Standard Time

<u>Performance Period</u>	<u>Dates</u>
Base Contract:	January 3, 2020 @ 0700 – January 3, 2025 @ 0700
Option Year 1:	January 3, 2025 @ 0700 – January 3, 2026 @ 0700
Option Year 2:	January 3, 2026 @ 0700 – January 3, 2027 @ 0700
Option Year 3:	January 3, 2027 @ 0700 – January 3, 2028 @ 0700
Option Year 4:	January 3, 2028 @ 0700 --January 3, 2029 @ 0700
Option Year 5:	January 3, 2029 @ 0700 --January 3, 2030 @ 0700

Option years may be exercised unilaterally by the City at the City's sole discretion. Pricing for option years shall be as indicated above. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the Contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least fifteen (15) days prior to the expiration date of the Contract, or to extend Contract for up to four additional one year option periods at the City's sole discretion.

4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as RFP Exhibit 4, which includes Property and Liability coverage, and as otherwise listed in Exhibit 4. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel.

Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract.

A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.

5. PERFORMANCE SECURITY

Contractor will be required to provide the City an automatically renewable, irrevocable Performance Bond in form and substance acceptable to the City. Such instrument will provide for direct draw by the City and restriction of rights of both the Contractor and the Contractor of the bond to object and/or to refuse to honor a demand by the City. The amount of the Performance Bond will be three million dollars (\$3,000,000).

Because it will be impracticable to determine actual damages in the event of the Contractor's breach or default resulting in contract termination, the Contractor and the City will agree that the amount of the Performance Bond is a reasonable amount for liquidated damages. The liquidated damages amount is not a penalty, but will be agreed, deemed and taken to be and treated as reasonable damages incurred by the City for the Contractor breach or default resulting in contract termination.

The Performance Bond will be required to be issued by a federally insured (FDIC) banking institution and/or surety with a substantial presence in the United States and rating acceptable to the City.

Contractor will be required to maintain the Performance Bond and the Contractor of the Performance Bond will agree to renew the Performance Bond throughout the term(s) of the Contract and up to one year thereafter.

6. LIQUIDATED DAMAGES

Except for failures to meet performance requirements caused by the City, the Contractor will be assessed Liquidated Damages for failure to meet performance requirements. The assessments represent a reasonable endeavor by the City and the Contractor to estimate a fair compensation for the foreseeable damage to the City and its citizens due to the Contractor's failure to meet the performance standards. The Liquidated Damages are provided in Appendix D.

7. RESPONSIBILITY OF THE CONTRACTOR

A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Statement of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional

compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.

- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

8. WORK OVERSIGHT

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City. Contractor shall be responsible for all required performance reports and documents as outlined in the Statement of Work and exhibits.
- B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

9. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.

B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

10. KEY PERSONNEL

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

11. START AND CONTINUANCE OF WORK

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

In the event of material default by Contractor, Contractor will use its best efforts to assure continuous delivery of services required under this Contract regardless of the underlying cause or consequence of such default.

Contractor agrees there is a public health and safety obligation that requires the City provide uninterrupted service delivery in the event of default, even if Contractor disagrees with the determination of default.

Assuring continuation of services may require the City to deliver the services and/or arrange for the delivery of the services by another contractor. If the Contractor is notified by the City of termination due to default, the City will have the right to execute an emergency takeover of the Contractor's operations within the service area.

12. APPROPRIATION OF FUNDS

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement

in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

13. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract ;unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

The following personnel are authorized to sign changes, amendments, or modifications to this Contract.

The CSFD Chief or Deputy Chief: Changes up to \$14,999.99
The City of Colorado Springs Chief of Staff: Changes up to \$499,999.99
The Mayor of the City of Colorado Springs: Unlimited

14. ASSIGNMENT

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

15. CHOICE OF LAW

This Contract is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

16. WORKERS' COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of Performance, Colorado Workers' Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

17. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from,

or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City.

18. INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

19. APPLICABLE LAW AND LICENSES

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

20. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may

only be amended in writing, and executed by duly authorized representatives of the parties hereto.

21. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items, writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items, writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items, writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items, writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items, writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items, writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

22. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

23. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

24. TERMINATION

A. Termination for Convenience.

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor has received from the City a notice to proceed. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice of the contract award from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination for Cause: The occurrence of any one or more of the following events ("Event of Default") will justify termination for cause:

- i. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time).
- ii. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
- iii. Contractor's disregard of the authority of Project Manager.
- iv. Contractor's violation in any material provision of the Contract Documents.
- v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
- vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code; or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy laws; or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code; or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts; or makes a general assignment for the benefit of creditors; or admits in writing its inability to pay its debts generally as they become due; or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the U.S. Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) calendar days after it is filed.
- vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
- viii. Contractor fails to commence correction of defective work or fails to correct defective work within thirty (30) days of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may give

Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

25. BOOKS OF ACCOUNT AND AUDITING

The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, patient care reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all

documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

26. ILLEGAL ALIENS

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with any subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this Contract. The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the Contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation. If the Contractor violates or fails to comply with any provision of C.R.S. 8-17.5-101 et seq, the City may terminate this Contract for breach of contract. If this Contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

27. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

28. LABOR

The Contractor shall employ only competent, certified, and skilled emergency medical personnel to provide medical care under this Contract. Non-care positions such as billing, mechanics should have appropriate certifications/training for their positions. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The City shall have the authority to order the removal from the work of any person, including Contractor's or any employees, who refuses or neglects to observe any of the provisions of the contract, who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed in the service area.

In no event shall the City be responsible for overtime pay.

29. GRATUITIES

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.
- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

30. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative action to ensure

that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.
- D. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

31. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract document with its terms and conditions
- B. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules
- D. Contractor's Proposal

32. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

33. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
 - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the

dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.

- iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
- iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
- v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
- vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

34. DELIVERY

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this Contract.

35. PAYMENTS

The City will not provide financial subsidy or payment of any kind to a private Contractor. The intent is to achieve the best services for the public health and safety.

36. INSPECTION OF SERVICES

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.
- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

37. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, U.S. Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

38. TIME IS OF THE ESSENCE

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

39. EMPLOYMENT OF LABOR

The Contractor shall comply with, and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

40. RESERVED

41. SEVERABILITY

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

42. LIABILITY OF CITY EMPLOYEES

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

43. USE OF CITY NAME OR LOGO

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Colorado Springs, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Colorado Springs in advertising or promotions must be approved in writing by the City of Colorado Springs Contracts Specialist assigned to the Contract prior to such use.

44. RESERVED

45. MATERIAL DEFAULT EXAMPLES

When Public Health or Safety is at issue, the City may choose NOT to allow a cure period for corrective action under this Contract. The City may terminate the agreement for these reasons upon any or no notice to the Contractor. The parties agree that public health or safety issues include, but are not limited to, the following:

- A. Failure of the Contractor to operate the service in a manner which enables the City to remain in compliance with federal or state laws, rules or regulations

- B. Providing false information to the City during or subsequent to this procurement process
- C. Willful falsification of data supplied to the City during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, or falsification of any other data required to be reported under the Agreement
- D. Excessive and unauthorized scaling down of operations to the detriment of performance and during a “lame duck” period. Contractor shall not down scale operation to the detriment of performance at any time including but not limited to a lame duck period without the express written approval by the City
- E. Repeated failure of the Contractor’s employees to conduct themselves in a professional and courteous manner and present a professional appearance
- F. Repeated Failure of the Contractor to maintain facilities, vehicles and equipment in accordance with manufacturer recommended maintenance procedures
- G. Failure of the Contractor to cooperate with and assist the City after notice to cure has been given
- H. Acceptance by the Contractor or Contractor’s employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Contractor or Contractor’s employees could be reasonably construed as a violation of federal, state or local law
- I. Payment by the Contractor or any of the Contractor’s employees of any bribe, kickback or consideration of any kind to any federal, state or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, state or local law
- J. Failure of the Contractor to meet any medical standard of care as established by the City’s Medical Director
- K. Failure of the Contractor to maintain required insurance
- L. Failure of the Contractor to meet response time requirements, known as “On Time Performance” (OTP) three (3) or more times in any rolling 12 month period
- M. More than three Failures to Respond in any rolling 12 month period
- N. Failure to maintain the required performance security bond
- O. Failure to comply with any federal, state and local laws, regulations, rules or procedures applicable to the provision of ambulance services
- P. Repeated Failure to have and maintain equipment in accordance to the requirement of the Statement of Work
- Q. Repeated failure to have and/or maintain personnel training and certification standards in accordance with the statement of work and any applicable federal, state and/or local laws, regulations and/or procedures.

- R. Any other failure of performance required in accordance with the agreement and which is determined by the City to constitute a default or endangerment to public health and safety
- S. Failure to cure a minor breach after written notice from the City and reasonable opportunity to cure which shall be no less than (30) days and no longer than (60) days

The use of term "repeated failure" in this section shall be determined by the City on a case-by-case basis and may include any instance of three or more incidents to comply with the above requirements, as determined in the City's sole discretion.

46. MINOR BREACH EXAMPLES

Minor or partial breaches to the contract are areas that the Contractor failed to meet the expectations and intent of the contract which may or may not include liquidated damages at the sole discretion of the City to include but is not limited to the following:

- A. Failure of the Contractor to meet operational or quality improvement deliverables on time
- B. Failure to make employees available for clinical education and CQI reviews
- C. Failure to provide a unified message with the City
- D. Failure to utilize the same or compatible learning management system
- E. Failure to take action regarding response time deficiencies; such as but not limited to Liquidated Damages of \$20,000 or greater per month for three or more months in a rolling 12 month period.
- F. Failure to resolve data inconsistencies
- G. Failure of personnel to follow the Colorado Springs EMS System Operating Guidelines (Exhibit 10)
- H. Failure of personnel to maintain certification levels
- I. Elective or willing disregard of the destination guidelines
- J. Failure to utilize/follow communications expectations

47. TERMINATION / CONTRACT FAILURE

If for any reason during the life of the contract the Contractor is unable to fulfill its responsibilities under the contract due to financial or other catastrophic failure, the Contractor agrees to surrender its ambulances, equipment, support vehicles and communications facilities to the City for a period of at least twelve (12) months. The Contractor further agrees to make available all means to contact its employees working in the Contractor's El Paso County, Colorado operations so that they may be retained on an emergency basis by the City for operating the ambulance system. The City will negotiate a fair market price for the use of all ambulances and equipment with the Contractor or its financial successor or controller should the

City retain the use of the equipment or facilities longer than twelve (12) months.

48. LAME DUCK PROVISION

Should Contractor be unsuccessful in any subsequent emergency medical services and ground ambulance transport services contract award process, Contractor will, as required by the City, continue to provide services required under the contract until a new Contractor is selected and is performing services. Under these circumstances, Contractor will serve as a "lame duck" Contractor for up to six (6) months to assure continued performance consistent with the requirements of the contract. The Contractor will continue all services at the same level of effort and performance that were provided under the contract prior to the beginning of a new contract award process; to include continuation of paying liquidated damages.

The City recognizes that if a new Contractor prevails in a future award process, Contractor may reasonably begin to transition the performance of services to the new Contractor. The City will not unreasonably withhold its approval of Contractor's orderly transition process, including reasonable plans to relocate staff, relocate equipment, etc., but only to the extent that such transitioning does not impair the performance of services during the period.

During any future contract award process conducted by the City, Contractor will permit its non-management personnel to discuss with competing organizations issues related to employment, if Contractor is not an Offeror. Contractor may, however, require that its non-management personnel refrain from providing information to a competing organization regarding Contractor's then current operations and Contractor may also prohibit its management personnel from communicating with representatives of competing organizations during such contract award process. However, once the City has made its decision regarding award, and in the event a new Contractor is selected, Contractor will permit free discussion between its El Paso County based employees and the new Contractor without restriction and without consequence to any employee.

49. BUY BACK OF EQUIPMENT

If the agreement is terminated, in whole or in part, due to the Contractor's default then upon written demand by the City, the Contractor shall:

- A. Sell to the City, or transfer the leases to the City for, the vehicles and equipment specified in the notice that have been or are being used to perform the work under the agreement;
- B. Assign to the City the benefit of any guarantee or warranty that may apply to the specified vehicles and equipment;
- C. Deliver possession to the City of the specified vehicles and equipment;

D. Permit the City to enter into any premises occupied by the Contractor to remove the specified vehicles and equipment; and

E. Within seven (7) days of the issuance of the notice of termination, negotiate in good faith with the City and agree upon the price to be paid for the listed vehicles and equipment.

50. APPENDICES

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor's Proposal
3. Appendix C – Statement of Work
4. Appendix D – Liquidated Damages

CONTRACT SIGNATURE PAGE

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed.

IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and the year first written above.

This Contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:	
City of Colorado Springs Mayor	Date

SECOND PARTY:	
Corporate Name	
Sample Contract Only	
Signature	Date
Title	

EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Authorized Signature: _____

Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all Contractors and consultants unless otherwise specified in the City’s solicitation package, Special Provisions or Standard Specifications.

The proposer shall be insured at a minimum of:

\$5,000,000.00 Comprehensive, general and automobile liability coverage per occurrence; \$5,000,000.00 annual aggregate

\$5,000,000.00 Medical Professional liability coverage per occurrence; \$5,000,000.00 annual aggregate

Statutory requirements for Workers’ Compensation

Insurance shall continue Medical Professional liability coverage after the expiration or termination of the contract for a period of three (3) years.

Insurance shall include waivers of subrogation against the City, and its officers and employees.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

All coverage furnished by the Contractor is primary, and that any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance and for one year thereafter.

(Name of Company)

(Signature) (Date)

EXHIBIT 5 STATEMENT OF WORK FOR R19-003 IP AMBULANCE SERVICES

The City of Colorado Springs (“City”), on behalf of the citizens and visitors to the City, invite proposals from experienced and qualified organizations interested in providing emergency medical EMT-Paramedic ambulance services. The applicants shall have demonstrated experience of pre-hospital emergency EMT-Paramedic level services. The City invites professional organizations excited about our patient focused public safety system, which strives to be the finest in the region through innovation, collaboration and the willingness to maintain and improve pre-hospital responses.

The successful Contractor (hereafter “Contractor”) shall furnish the requisite dedicated 911 ambulance vehicles, equipment, and personnel to assist the City in protecting and promoting the health, safety and welfare of sick and injured persons wherever and whenever the Contractor may be requested by the City communications center to respond. If the Contractor does not have an adequate number of ambulances available or reports an extended response time for a specific call, then the City reserves the right to use any available Contractor or other agency to provide transportation. All emergent medical incidents, including those requests received by the contractor by means of their propriety phone line will go through the City’s emergency 911 system and will be handled by the Colorado Springs Fire Department (CSFD) and the Contractor.

The Contractor must provide continuous and without interruption twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year coverage for emergency medical EMT-Paramedic ambulance service as described herein. The Contractor shall provide this service without regard to the financial status of the patient.

RFP GOALS AND OBJECTIVES

This Request for Proposals (RFP) reflects the goals and objectives of the City in providing vital emergency medical response and ambulance transport services to citizens and visitors as follows:

Support the CSFD’s mission and values – The CSFD is a mission-driven organization that pursues methods to improve conditions in the neighborhoods it serves,

- Public Service and Patient Care – The City has established a reputation of excellence in public service, fire protection, and patient care. A proposal must represent a commitment to support and enhance that reputation
- Public Safety and Emergency Responder Safety – The safety of both the public and City emergency responders is of paramount concern to the City. Proposals should include methods to support and enhance public and emergency responder safety during all aspects of emergency medical service delivery and transportation services

- Decrease Ambulance and Fire Department Out-of-Service Times – The City seeks creative solutions that will reduce ambulance and first responder out-of-service times
- Service Quality with Economical Consideration – The City recognizes its responsibility to provide emergency medical services to the community in the most cost effective manner possible and in a manner that maintains the community’s high standards for service, efficiency, professionalism, and safety. The City desires to consistently provide effective and efficient emergency medical services for the benefit and well-being of the citizens and visitors of the City of Colorado Springs
- Preparing for the Future – The City recognizes that during the term of the contract that may result from this RFP, many changes will take place within the Contractor’s organization, the City, the medical industry, and the EMS field specifically. The Contractor should be familiar with the various strategic plans of the City and be prepared to respond to future changes

1. GENERAL BACKGROUND INFORMATION

1.1 CITY OF COLORADO SPRINGS

Currently, the CSFD provides first response on all medical calls within the City limits and to unincorporated County areas within the City limits.

The CSFD has currently 22 fire stations (23 response districts) of which a combination of advanced life support (ALS) and basic life support (BLS) engine companies, three ground transport capable squads, six truck companies, one heavy rescue unit (which provide vehicle extrication tools and equipment), and one cross-staffed hazardous materials unit.

Emergency medical EMT-Paramedic ambulance services are currently provided under a sole source agreement with the City. The current emergency medical EMT-Paramedic ambulance service agreement includes response zone times with varying response time requirements within the City.

Non-emergency, inter facility ambulance services are not covered by the current emergency medical EMT-Paramedic ambulance services agreement, are not considered within this RFP, and may be supplied by any ambulance service licensed within and by El Paso County. Sole proprietary emergency responses will be reported to the City communications center and will be considered as part of this RFP. CSFD operates a Community and Public Health (CPH) Division; additional Mobile Integrated Health (MIH) or Community Integrated Healthcare Services (CIHCS) shall fall under section nine of the statement of work.

1.2 COUNTY & CITY DEMOGRAPHICS

El Paso County is rectangular with a width of approximately 51 miles and a length of approximately 42 miles, with an elevation of 5,095 feet at its lowest point to 14,110 feet at the top of Pikes Peak. The County encompasses 2,158 square miles, much of which is rural agricultural and grazing land east of Colorado Springs, and has an estimated total population of approximately 688,284 persons. Colorado Springs is the largest municipality in El Paso County with an estimated population of 465,000. The City accounts for nearly three-quarters of the County's population. Growth projections indicate that Colorado Springs could be expected to have a 9% increase in population by 2020.

The County includes other municipalities, towns, municipal fire departments, and fire protection districts, some of which are currently participating agencies under subsidiary agreements with the El Paso County Emergency Services Authority (ESA).

Military installations in El Paso County are not participating agencies of the ESA or the City's emergency medical EMT-Paramedic ambulance services agreement and contract for ambulance services independently.

The City is the county seat. The City is located at the base of Pikes Peak, centrally located near the western border of the County. The City encompasses approximately 194 square miles.

1.3 REQUIRED MEETING ATTENDANCE

The Contractor shall actively participate in designated EMS stakeholder meetings, with the intention of progressive EMS system development including meetings directed by the contract administrator.

1.4 DESTINATIONS

There are five (5) civilian acute care general hospitals within the City, one (1) which is a designated Level I trauma center and one (1) which is designated a Level II trauma center.

The University of Colorado Health System (UCH) operates three (3) hospitals. Memorial Hospital Central, located east of the downtown area, is a Level I trauma center and incorporates a specialty children's hospital. Memorial Hospital North, located in the northern part of the City, is a community hospital with a full-service emergency department. Grandview Hospital is a smaller facility located in the northwest part of the City, operating an emergency department and outpatient surgery center.

Penrose-St. Francis Health Services, a subsidiary of Centura Health and sponsored by Catholic Health Initiatives, is a non-profit health care system

operating two (2) hospitals in Colorado Springs. Penrose Hospital, located north of the downtown area, is a Level II trauma center. St Francis Medical Center, located in the northeast part of the City, is a community hospital with a full-service emergency department.

Each hospital system cares for approximately half of all civilian patients.

In May of 2019, Children's Hospital Colorado will be opening a comprehensive pediatric specialty hospital. Located next to Memorial North, Children's Hospital will represent a Level II trauma capable pediatric hospital with full emergency department services.

The federal government operates a hospital (Evan's Army Hospital) at one (1) of five (5) military installations (the U.S. Army's Fort Carson) in the southwest part of the City to serve military personnel and their dependents.

Colorado Springs is also host to multiple acute care clinics, primary care clinics, physician offices and medical campuses.

The Contractor will follow the established destination guidelines in El Paso County, as well as provide monthly reports showing hospital destinations per response.

2. CAPABILITIES & METHODS

Each proposal must provide (at a minimum) a thorough description of all capabilities and methods of the potential Contractor's operations, addressing all points of the Statement of Work and other sections of this RFP. This may include, but is not limited to:

- System planning and deployment capabilities and methods
- Communications center management capabilities and methods
- Field supervision capabilities and methods
- Training and management of personnel capabilities and methods
- Recruitment, orientation and retention of personnel capabilities and methods
- QA/CQI (quality assurance/continuous quality improvement) process management capabilities and methods
- Interactions with first responders capabilities and methods
- Management of equipment, materials and supplies and distribution capabilities and methods
- Fleet management capabilities and methods
- Driver training and risk management capabilities and methods
- Controlled medication security methods
- OSHA compliance and exposure control capabilities and methods

- Medicare and Medicaid compliance program capabilities and methods
- Compliance and quality assurance for billing and collection capabilities and methods
- Accounts receivable management capabilities and methods
- Respect for diversity in the work place and programs in place that support diversity, including minority and veteran's requirement and training programs for promoting careers in EMS
- Federal, state, local, and other reporting requirements
- Additional equipment as noted in Exhibit 10 Colorado Springs EMS Operating Guidelines

3. SURVEY OF PATIENTS

The Contractor and the City may perform a customer service survey of patients transported pursuant to the contract. All such survey information shall be shared by the parties.

4. DISPUTE RESOLUTION PROCESS – CUSTOMERS

Each proposal shall detail how it will resolve and track complaints and/or disputes with customers, regardless of whether service or billing in nature. Proposals shall include guidelines that state all copies of customer complaints and Contractor responses will be provided to the contract administrator on a monthly basis.

5. PERFORMANCE REQUIREMENTS

5.1 COMMAND AND CONTROL

While on or en route to any emergency incident, the Contractor's employees shall operate under the City's command and control structure and policies in accordance with City Code § 8.2.303. The CSFD chief or company officer has ultimate on scene authority; whenever there is a question as to medical treatment or patient destination, the final decision shall be made by the CSFD chief officer, company officer, paramedic, or on-line medical control.

CSFD personnel may ride in/attend any patient to the hospital, at any time and for any reason, to include but not limited to patient continuity of care, extra help in the back of the ambulance, learning opportunity, et cetera. It is the responsibility of the Contractor to provide return transportation to fire stations for CSFD personnel.

Clinical and operating practices are defined by the City Medical Director, the City's command and control structure, and established QA/CQI expectations. Whenever there is a question as to medical training, QA/CQI, and/or operational practices, the final decision shall rest with the City and the City Medical Director. The Contractor shall make employees available to attend mandatory training and QA/CQI processes at their sole expense.

5.2 HOURS OF OPERATION

The Contractor shall operate continuously and without interruption twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The Contractor shall provide this service without regard to the financial status of the patient.

5.3 AREAS OF OPERATION

The Contractor shall respond to incidents within the City limits including enclaves within the City limits, contiguous areas, and jurisdictional areas where the City has entered into agreements to provide fire and emergency medical services.

5.4 START-UP

The Contractor shall provide a timeline and supporting documentation that specifically addresses how the Contractor will be ready to fulfill the contract requirements which begin at 0700 hours on January 3, 2020.

If there is a delay in the Contractor's ability to fulfill the contract requirements at the start of the contract negotiated start date, the Contractor shall immediately advise the City of the delay. Such a delay in fulfilling the contract requirements will necessitate liquidated damages assessed against the Contractor at a negotiated per day rate for services not provided. The City, at its sole discretion, may allow the Contractor an extension for delivery of specific contract provisions that does not affect the delivery of emergency services.

5.5 DEPLOYMENT PLAN

The Contractor shall develop, maintain and share its deployment plans with the City semi-annually. Deployment plans must include the following elements:

- Identification of the number of dedicated ambulances to be deployed during each hour of the day and day of the week
- Description of system status management (SSM) strategies to meet performance requirements
- Description of how the Contractor will meet peak demand periods and during periods of unusually high call volume
- Map identifying proposed stations or posts to meet response times in each zone
- A description and policy to address any use of call back crews or mandatory staffing
- Daily employee staffing plan
- Description of Field Supervision method, staffing, and vehicles to be deployed during each hour of the day and day of the week
- Description of the use of mutual aid

- Description of the response/surge capabilities to mass casualty incidents (MCI)

5.6 DEPLOYMENT OR RE-DEPLOYMENT OF RESOURCES

It is the Contractor's responsibility to deploy or redeploy ambulances as necessary to meet call volume within the City.

The Contractor is responsible to provide ambulance transport services within the agreed upon areas with its own resources. The Contractor's deployment plan must be restricted to contractor resources. It shall not include neighboring jurisdiction's ambulances or mutual aid partners as part of its regular deployment plan.

The Contractor will submit its deployment plan to the City contract administrator semi-annually or sooner if the contractor is recommending changes that will decrease service.

Proposed changes to the deployment plan must be submitted to the City 30 days in advance of the proposed changes unless the 30 day advance notice is waived by and at the sole discretion of the City. An exception would be if the Contractor needs to immediately amend its deployment plan and re-deploy or add ambulances because failure to do so will cause the Contractor to fail to meet response time standards or other performance requirements.

5.7 MUTUAL AID

The Contractor may utilize mutual aid agencies in case of extraordinary high emergency call volume. Requests for mutual aid from agencies are the responsibility of the Contractor. The Contractor is solely responsible for response time performance of its mutual aid partners.

The City currently operates transport capable squads and through a separate mutual aid agreement and additional fees, these squads may be considered a partner of last resort.

The Contractor is required to submit to the City a list of all agencies with whom the Contractor is requesting to enter into mutual aid agreements for the provision of 911 transport services in the City.

The Contractor shall provide a report of when and which agencies respond into the City for 911 transport services. If the City, at its discretion, determines the Contractor is utilizing mutual aid resources regularly, it may require the Contractor to reevaluate and immediately adjust their deployment plan.

The City will not prevent the Contractor from responding to mutual aid requests outside of the City limits. The City recognizes it is a benefit for the most appropriate

and closest ambulance to respond to an emergency incident regardless of what jurisdiction the unit is in. However, the Contractor shall not deplete the City of its dedicated ambulances below a mutually agreed upon level of ambulances within the city limits as listed in Exhibit 10 Colorado Springs EMS Operating Guidelines.

5.8 RESPONSE TIMES

The City recognizes it is essential for a quality EMS system to provide rapid EMS care. Therefore, the City will continue to strive for rapid ALS or BLS intervention within eight (8) minutes for emergency medical incidents. Currently, the City dispatches the closest available ALS or BLS resource. The City is under no obligation to dispatch an ALS resource.

The official timekeeper for emergency and non-emergency calls shall be the City communications center. The following definitions and measurements shall apply.

The City currently utilizes two (2) basic 911 response priorities, emergency (code 3) and non-emergency (code 2). Requests for service are currently assigned an applicable Medical Priority Dispatch System© (MPDS) determinate by the City communications center depending upon information obtained from reporting parties (e.g. chest pain, seizure, structure fire, et cetera). Upon identification of the MPDS determinate or sooner, emergency response apparatus are dispatched. Until the MPDS determinate is assigned, every response will begin as an emergent response.

For emergency and non-emergency incidents, the response time shall commence when the Contractor receives the MPDS determinate, and conclude when the ambulance arrives on scene.

Emergency responses shall be defined as any response requiring the use of lights and siren. Non-emergency responses shall be defined as any response not requiring the use of lights and siren.

System response times are a key measurement of performance. Fractal response time measurement is the determining factor which drives the placement and redeployment of resources throughout the entire system.

The initial ambulance dispatched to an incident shall meet established response times. The second responding ambulance to the same incident will be allowed no more than 1 ½ the allotted time per zone from the time requested to be on scene and the third responding ambulance to the same incident will be allowed no more than twice the allotted time per zone from the time requested to be on scene. As an example, if a second ambulance is requested to respond code 3 in an eight-minute zone, it has up to 12 minutes to be on scene before considered to be late. If a third ambulance is requested to respond code 3 in an eight-minute zone, it has up to 16 minutes to be on-scene before considered to be late. Fourth and

subsequent ambulance responses shall be reported; however, will not have a designated on time performance allotment.

The Contractor shall use its best efforts to minimize variations or fluctuations in response time performance.

Compliance with response times in the agreement will be measured by meeting the on time response performance criteria in each and every response zone during each and every month.

Call assigned is defined as when an ambulance acknowledges receipt they have been assigned a call for service and is responding (ambulance movement) to the call.

Arrival is defined as the moment an ambulance crew notifies the City communications center that the unit is fully stopped at the location where the ambulance will be parked while the crew exits and attends the patient. In those situations where the ambulance has responded to a location other than the emergency scene (e.g. staging), arrival shall be the time the unit arrives at the designated location. In the event the ambulance fails to report "on-scene," the time of the next communication will be used as the arrival time.

NOTE: The City is continually updating, refining, and altering dispatching guidelines including priorities, codes, and deployment model to ensure best practices are observed. Any update, refinement, or alteration to the City's EMS system may change the contract mandated on time response performance requirements.

5.9 RESPONSE TIME REQUIREMENTS

The City requires response time measurements at a minimum, to be in line with the current response time measurements (table 1) and minimum requirements as indicated below. The Offeror, at a minimum, must meet a 92% On Time Performance (OTP) in each response zone measured each month. The minimum level reflects a dual agency response of CSFD and the Contractor.

The City's preference is that the Offeror is able to respond at a 90% On Time Performance (OTP) consistent with the table 2: preferred response times, using the Offerors sole and exclusive performance measured monthly.

CURRENT RESPONSE TIMES AND MINIMUM REQUIREMENTS FOR OFFERORS (MINIMUM LEVEL OF SERVICE) (MEASURED BY DUAL RESPONSE-FIRST TO ARRIVE)

Table 1: CURRENT RESPONSE TIME TABLE				
Zone	Emergent Maximum	Emergent Late	Non-Emergent Maximum	Non-Emergent Late
Urban	08:00	08:01	20:00	20:01
Suburban	12:00	12:01	30:00	30:01
Rural	20:00	20:01	40:00	40:01

Table 2: PREFERRED RESPONSE TIMES				
Zone	Emergent Maximum	Emergent Late	Non-Emergent Maximum	Non-Emergent Late
Urban	08:00	08:01	15:00	15:01
Suburban	12:00	12:01	18:00	18:01
Rural	16:00	16:01	20:00	20:01

Zones will be defined according to the City’s ambulance zone map, Exhibit 12A. The ambulance response Zone map will be reviewed annually by the City with changes implemented as deemed necessary by the City.

The City may conduct ongoing analysis to monitor the Contractor’s adherence to its stated deployment plan and to determine whether changes are needed. If, during the term of the contract, it is determined a specific community or area is not receiving equitable service from the Contractor, then the Contractor agrees to make adjustments to its deployment plan as directed by the City.

If such modification of the deployment plan promulgated by the City creates an adverse material financial impact upon the Contractor, the Contractor and the City agree to make reasonable efforts to re-negotiate the proposed fee structure accordingly.

It is the Contractor's responsibility to be familiar with the geographic considerations and changes to response zones.

The City has several unincorporated enclaves within the City limits. The Contractor shall respond to all enclaves within the City limits and if the enclave is not covered by any other response time criteria, it shall fall under the contract and its surrounding response time mandates.

The City currently has and enters into mutual aid, automatic aid, memoranda of understandings, and intergovernmental agreements with contiguous areas, fire protection districts, and other jurisdictions which will require the Contractor to respond. The Contractor shall be notified of the response zone for each specific area covered by these agreements. As an example, the Woodman Valley Fire Protection District has an agreement with CSFD to provide emergency response services. In addition, the CSFD has mutual aid agreements in place for Pikes Peak America's Mountain and Colorado Springs Utilities' Clear Springs Ranch property. A response to these locations is considered a rural zone response. For Pikes Peak Americas Mountain the time will stop when the first responding ambulance arrives at the entrance gate. Ambulance coverage for Clear Springs Ranch is currently being handled by the City of Fountain. Both locations may be considered for response time exemption.

The Contractor will need to be prepared to support the City's growth. As the City limits and population change, the City will determine, at its sole discretion, the most appropriate ambulance response zone to be assigned to the new area within the City.

5.10 UPGRADES, DOWNGRADES, REASSIGNMENTS, AND CANCELLATIONS

From time to time, special circumstances will result in a change in call priority or designation. Calculations to determine compliance with response time requirements shall be completed as follows:

Changes in response designation shall be at the discretion of the City. Concerning calls with a mixed response, if an initial emergent response is downgraded to a non-emergent response it shall be classified as a non-emergent response in its entirety. If a non-emergent response is upgraded to an emergent response it shall be classified as an emergent response (from the time of upgrade) for measuring compliance with on time performance standards. If the call is upgraded after the maximum time has been reached, liquidated damages may occur.

If an ambulance is cancelled prior to arriving on scene, the time of cancellation will be considered the arrival time. If the response time at the time of cancellation

exceeds the maximum allowable, then the unit will be considered late and subject to Liquidated Damages.

Response times are critical to patient care. The Contractor is expected to meet the required on time performance to each and every call. Failure to meet on time performance standards will result in liquidated damages as described in Exhibit 11 Liquidated Damages of the RFP.

5.11 RESPONSE TIME EXEMPTIONS

It is understood unusual circumstances and conditions beyond the Contractor's reasonable control can produce response times that exceed the standards. If the Contractor believes any incident or group of incidents should be excluded from the response time standards, a written request must be made to the City by the fifth business day of the following month. 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:

- Incorrect address
- Adverse weather and/or road conditions
- Hospital bed hold ("Patient Parking") as defined by the Emergency Medical Treatment and Active Labor Act (EMTALA) affecting the EMS system
- Response area obstacles (e.g., limited access, barrier devices)
- Responses determined to be outside of a specific response zone but assistance was requested by the City
- Bariatric ambulance requests
- Clear Springs Ranch and Pikes Peak America's Mountain

The Contractor must describe how it will commit to minimize variations or fluctuations in response time performance. The Contractor shall describe in detail its deployment plan to provide equalized response time performance throughout the various response zones inside the service area. This means that no response zone, regardless of anticipated call volume, is expected to have less than the required on time performance and level of service.

5.12 COMMUNICATIONS

The Contractor shall use the same medical priority dispatch system (protocol) as the City as locally amended by the City Medical Director.

5.13 LOCAL DISPATCH/COMMUNICATIONS REQUIREMENTS

The Contractor's staff will follow the City communications center's grooming and dress code, and must meet or exceed City standards and training for telecommunication personnel. The Contractor's personnel that will work in the City

communications center must be able to pass background checks and other security measures to gain access to the facility and to secured information.

The City communications center shall not be the primary dispatch center for the Contractor's non-emergent intra-facility business, if applicable. The purpose of having the Contractor's personnel in the City communications center is to collaborate and coordinate responses of 911 ambulances within the City.

Costs associated with placing a dispatcher at the City communications center shall be determined during contract negotiations and will be the sole responsibility of the Contractor.

The Contractor shall utilize a computer aided dispatch (CAD) system and shall develop and maintain a CAD to CAD link between the City's and the Contractor's CAD systems at the Contractor's sole expense. The Contractor shall have 180 days from the start of the contract to have a bidirectional link established. The City is not required to make any changes or upgrades to accommodate the Contractor. However, if requested, the City in its sole discretion may choose to make accommodations requested by the Contractor at the sole financial expense of the Contractor.

The Contractor shall immediately give notification to the City communications center upon activation of any ambulance audible or visual emergency signal equipment within the jurisdictional boundaries of the City. These conditions will be considered calls that come through the 911 system.

The Contractor can consider the following (including but not limited to) as exceptions to notifying the City of emergent proprietary responses:

- When an ambulance is responding to a designated hospital to transfer a critical patient to a tertiary facility
- When an ambulance is responding to a hospital to pick up a "specialized team" to respond to a critical patient
- When an ambulance is responding to a call outside of the City and the CSFD is not the primary first response agency

The Contractor shall allow the City contract administrator access into the Contractor's CAD system to (including but not limited to) validate times, access reports, and gather other information.

The Contractor shall utilize the City communication center assigned radio talk group to announce the unit responding, what location they are responding from, and the unit's arrival at the emergency scene or staging location. See Exhibit 10 Colorado Springs EMS System Operating Guide for detailed procedures.

The Contractor's ambulances shall remain on the assigned incident talk group and receive instructions from the City communications center, a CSFD chief or company officer, or the incident commander. Ambulances are considered a resource assigned to an emergency incident and as related to that incident are under the command and control of the CSFD incident commander.

For the Contractor's crew safety and continuity of patient care, ambulances shall have the following communications devices which interface with the City communications center: a minimum of two (2) operating portable 800 MHz radios per ambulance, one (1) operating base/mobile 800 MHz radio per ambulance, operating automatic vehicle location (AVL), CAD to Mobile Data Client (MDC) interface, and status heads that are provided by the Contractor at the Contractor's sole expense.

The Contractor, at its sole expense, shall provide the City, or its mapping vendor, real time AVL information that is capable of being imported into the City CAD system that will allow the City to visually locate where ambulances are deployed and where the ambulance is responding.

The Contractor, at its sole expense, shall participate in the Pikes Peak Regional Communication Network (PPRCN) and adhere to all of the rules, guidelines and fees associated with the PPRCN. The Contractor will utilize the South Central Homeland Security Region's (SCR) Tactical Interoperable Communications (TIC) plan.

6. EQUIPMENT AND SUPPLIES

The City will not provide any equipment, materials and/or supplies for use by the Contractor without reimbursement.

During the term of the contract the Contractor must carry all medical equipment required for ambulance certification by El Paso County. In addition, the City may require the Contractor to carry additional equipment approved by the Medical Director beyond what is required by El Paso County (see Exhibit 10 section 7).

The City reserves the right to require the Contractor, at the Contractor's sole expense, to carry this additional equipment if reasonably necessary. The City will give the Contractor ninety (90) days notice of intent to require such additional equipment. Such request(s) shall not require expenditures of more than three thousand dollars (\$3,000) per ambulance per calendar year; unless agreed upon by the Contractor.

If the City anticipates an equipment change that will require expenditures greater than \$3000 per ambulance, the Contractor will be provided a sufficient time to

implement the change. The specific timeframe will be negotiated in the contract and during each future occurrence.

The Contractor will resupply disposable medical supplies used by the City on a one-for-one basis at the time of the call. When situations do not allow for immediate restock, the City shall be able to restock from the Contractor at a later time or as agreed upon during negotiations.

The Contractor must provide a detailed plan for the management and replacement of its equipment, materials, and supplies during a catastrophic event.

6.1 AMBULANCES

The Contractor is required to provide sufficient dedicated 911 ambulance response vehicles and equipment to meet their deployment plan including but not limited to reserve capabilities to cover maintenance, adverse weather conditions, breakdowns, or exceeding peak service demands for extended periods of time longer than twelve (12) consecutive hours.

The Contractor must put in detail the minimum number of dedicated ambulances it believes will be necessary to meet the response demands of the City by hour of the day and by day of the week. Ambulances used for intra-facility or County responses shall not be used in this illustration.

The Contractor's ambulances must meet all applicable federal, state, and local certifications and/or requirements. The Contractor will provide appropriate certifications from ambulance manufacturers to assure that all ambulances are operated within federal (U.S. Department of Transportation), state, and local laws, regulations, and guidelines (including any El Paso County guidelines and/or requirements). Ambulance certifications shall include all applicable limitations on gross vehicle weight.

The Contractor's ambulances must meet or exceed Colorado state requirements for ambulances providing ALS services.

Each ambulance must have a patient compartment that accommodates a minimum of two (2) patients and two EMS providers. In the front passenger seat, all ambulances must be able to accommodate one (1) non-patient rider who is accompanying the patient to the hospital. Each ambulance should be equipped for the transport of a small child with a child safety seat or other industry-approved standard device. The Contractor shall allow non-patient riders as outlined in Exhibit 10 Colorado Springs EMS System Operating Guide.

Proposals may include Type I, II or III ambulances or any combination of ambulance types; however, each type and quantity in the proposal must be stated. Remounting of ambulances is permitted during the term of the agreement.

The Contractor shall monitor, through their established maintenance program, the condition, safety, and reliability of all ambulances. Ambulances will not have notable external damage or faded decals and will be clean internally and externally.

Each proposal shall detail the fleet maintenance program for the ambulances and support vehicles. The proposal shall include any facilities, personnel, and staff certification levels involved with the maintenance programs. In addition, the Contractor will submit an ambulance replacement plan detailing an organizational ambulance replacement standard to include specific benchmarks based on age of the vehicle, total mileage, maintenance history, preventative maintenance performed, and other similar data.

Reserve or temporary replacement units shall not stay in front line regular 911 response service for any consecutive period longer than ninety (90) days unless otherwise permitted by the City contract administrator due to an exceptional circumstance.

All dedicated 911 ambulances shall be painted alike and decaled at the Contractor's sole expense as approved by the City.

The Contractor shall provide a minimum of one (1) non-emergent detox transport vehicle, which will be operated 24 hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

The Contractor shall provide a minimum of one (1) bariatric ambulance. When requested for bariatric transport, the Contractor will have a minimum of four (4) personnel available (i.e. if the CSFD calls for a bariatric ambulance the originally assigned ambulance can count as two (2) of the personnel on scene if the bariatric ambulance has two (2) personnel). Bariatric ambulance response times are eligible for response time exemption consideration.

The Contractor shall provide an emergency response vehicle for management/field supervision to respond to requested incidents. This vehicle should include communication equipment as outlined in Section 5.13 and medical equipment as outlined in Section 6. The contractor shall provide a detailed maintenance and replacement plan for management/field supervision vehicles.

The Contractor will maintain a list of ambulances (including reserve units) to include license number, vehicle identification number, registration expiration date, and current mileage. The Contractor's current list of ambulances shall be provided quarterly to the City contract administrator.

7. DISASTER PREPAREDNESS

The Contractor will describe how it will interface with the City of Colorado Springs Emergency Operations Center (EOC) and be prepared to meet the expectations of the events identified in this section. The Contractor will be responsible for

continuation of ambulance services during but not limited to the following conditions: severe weather, multi-casualty events, and natural and manmade disasters.

The Contractor shall be familiar with the City's emergency plans and provide a liaison at the designated EOC or other designated area when the EOC is operational. Furthermore, participation in EOC conferences calls, meetings, training, and planning sessions is required as determined by the City or the Pikes Peak Regional Office of Emergency Management.

The Contractor shall actively participate in disaster drills, radio tests, exercises, and stakeholder meetings such as Healthcare Coalition meetings, severe weather briefings, and annual emergency operations meetings.

7.1 SEVERE WEATHER

Severe weather creates unpredictable EMS system demands. Therefore, the Contractor will provide a plan describing how it will augment its ambulance deployment to cover these events.

During severe weather events, at a minimum, the Contractor shall be prepared to increase the number of staffed ambulances by two (2) from 0700-1900 hours and by one (1) from 1900-0700 hours.

The Contractor will be required to submit National Incident Management System (NIMS) compliant Incident Action Plans (IAP) to the City upon request. These requests will include a copy of the Contractor's staffing core schedule with additional resources highlighted.

The Contractor will be required to provide availability of equipment to sustain ambulance operations for a minimum of 72 hours of continuous operations during severe weather events. If the Contractor does not own the equipment, the Contractor shall provide the City the list of vendors with documentation that supports said equipment can be obtained.

7.2 MULTI-CASUALTY EVENTS

The Contractor shall follow the City's emergency plans and Exhibit 10 Colorado Springs EMS System Operating Guide for multi-casualty events or disaster situations providing for seamless care.

7.3 STANDBY FOR SPECIALTY OPERATIONS

Upon request by the City, the Contractor shall furnish standby coverage at emergency incidents within the City involving potential danger to City emergency responders or the general public to include but not limited to the list below. Response modes shall follow the City communications center dispatching

guidelines, and will be subject to response time requirements as outlined. Staging shall be determined by the CSFD chief or company officer in charge or the incident commander.

- High Angle Rescues
- Structure Fires
- Water Rescues
- Law Enforcement Operations/Tactical Enforcement Operations
- Technical Rescues not otherwise stated
- Wildland Fires
- Hazmat Operations

8. PERSONNEL & CLINICAL STANDARDS

8.1 STAFF GENERALLY

The City expects the Contractor's provision of services shall conform to the highest clinical and professional standards. In doing so, the Contractor shall comply with all applicable local, county, state, and federal laws, regulations and standards regarding the provision of services. All persons employed by the Contractor shall be competent in the performance of their duties and shall hold and maintain applicable and valid certificates/licenses/accreditations in their respective roles or profession. The Contractor shall be held accountable for employee performance, certifications, and credentialing at their sole expense.

The Contractor shall cooperate and submit to individual and corporate investigation requests from the City.

8.2 UNIFORMS AND APPEARANCE OF PERSONNEL

The Contractor's field personnel shall at all times wear clean, professional uniforms. Nametags, ID cards, and level of training patches shall be worn and visible. The Contractor shall submit their grooming policy and explain how it will keep their employees to a standard that meets the City's expectations.

8.3 EMS EDUCATION

The Contractor will detail its commitment in assuring the training of its paramedics, EMTs and other personnel as required by all agencies having authority in such matters and assure continued compliance with all permits, licenses and certifications requirements.

The Contractor shall coordinate with the City the means of sharing clinical and educational programs. The Contractor shall co-locate at least one individual with the CSFD Medical Division to collaborate and assist in training. The City desires to work collaboratively; however, the City will have the ultimate authority to determine educational and clinical requirements.

The Contractor shall utilize an approved electronic training platform or learning management system (LMS) and allow the City Medical Director, Deputy Medical Directors, the CSFD Medical Division, monitor medical training adherence. The City utilizes Target Solutions as its LMS for the CSFD.

In addition to the certification and mandatory training required by the City, the City's Medical Director, El Paso County, or the State of Colorado may specify additional training requirements. The Contractor shall make employees available to attend mandatory training and QA/CQI at their sole expense. Required certifications may include but are not limited to:

- Advanced Cardiac Life Support (ACLS)
- Pediatric Advanced Life Support (PALS) or equivalent
- ICS training and certification including NIMS 100, 200, and 700
- Emergency Vehicle Operator Course (EVOC or equivalent)
- Cardiopulmonary Resuscitation (CPR)

Required certifications for field supervisors include all of the above and include but are not limited to:

- ICS 300, 400, and 800 within six months of position
- Hazmat Operations within one year of position

The Contractor's employees may be required to attend on or off duty mandatory training at the Contractor's sole expense. These include but are not limited to clinical improvement, education, or supplementary information. The Contractor shall ensure compliance that deadlines are met or be subject to administrative damages.

8.4 AMBULANCE STAFFING

In the proposal, the Contractor shall provide their compensation and benefit plans with examples. The Contractor shall document how they will address the incumbent workforce with salary, benefits, and seniority.

Scheduling of the Contractor's staff and ambulance crews will be the sole responsibility of the Contractor. The Contractor will provide continuity of personnel by scheduling ambulance crews in order to create an efficient and harmonious work atmosphere for optimum patient care and transport.

Each ambulance shall be staffed with at least one Colorado certified Emergency Medical Technician (EMT) and one Colorado certified Emergency Medical Technician-Paramedic (EMTP) that has completed the minimum training as specified in 8.3. Under certain circumstances, as approved and coordinated by the City, the Contractor may utilize ambulances staffed with BLS personnel.

Ambulance services are often rendered under extremely stressful circumstances. Professional and courteous conduct and appearance is required at all times from the Contractor's personnel.

The City and the CSFD are committed to the highest standards of customer service and it is expected that all Contractor's employees shall adhere to similar standards. The Contractor's employees are expected to provide excellent customer service internally and externally to the public and other agencies.

When operating an ambulance, the Contractor's personnel must meet the requirements of all-local, state, and federal, statutes, rules, regulations, and laws.

During the initial six (6) month period of the agreement, the Contractor may utilize provisionally approved Colorado certified EMT and EMTP personnel until the Medical Director has officially approved them to work under his/her license. Following the initial six (6) month period of the agreement, no more than 20% of the Contractor's workforce shall be provisionally approved at any one time and individuals cannot be provisionally approved longer than three (3) months without written approval. The Contractor shall provide monthly employee reports that show individuals who are approved and who are provisionally approved.

8.5 ORIENTATION OF CONTRACTING STAFF

The City will work collectively with the Contractor during their onboarding process to create a seamless EMS system.

The Contractor must ensure all employees have been properly educated before being placed on transporting ambulances. The orientation shall include, but not be limited to, an overview of the City's EMS system; applicable policies, procedures, orders and guidelines; communications; navigation, mapping, and hospital routes; and ambulance equipment utilization and maintenance.

8.6 MEDICAL DIRECTION

Currently, medical direction is provided by the City through its agreements with the local hospitals. There is one Medical Director and several Deputy Medical Directors that oversee the EMS system, the CSFD, and the Contractor.

The Contractor at their sole expense must at all times contract with the City's Medical Director to act as the Contractor's supervising physician for purposes of assigning and monitoring the quality of care and providing 911 pre-hospital medical care and education.

The Contractor shall reimburse the City for costs associated with medical direction and oversight.

The Contractor may contract with the same Medical Director to provide medical oversight for non-City, non-911 medical supervision; however, the Contractor is responsible for maintaining that portion of their agreement. The terms of the agreement, including compensation, shall be negotiated and entered into as an independent and separate agreement between the Contractor and the physician. The Contractor will share with the City any agreement made between the Contractor and any physician with whom it contracts.

The Contractor shall follow all guidance and procedures directed by the Medical Director. Failure to follow or resolve clinical issues shall be considered a violation of the agreement.

8.7 MEDICAL GUIDELINES

The Contractor and its employees shall follow the approved Colorado Springs Prehospital Practice Guidelines adopted and approved by the City's Medical Director.

9. PERFORMANCE IMPROVEMENTS AND AUDIT PROGRAMS

The Contractor shall establish and carry out its own comprehensive QA/CQI program. The Contractor's program shall interface and work collaboratively with the City's QA/CQI program. The program shall be an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care for the purpose of improving patient care, services, and outcomes.

The QA/CQI program should not be limited to clinical functions. Response time, customer satisfaction/complaints, system integration, performance measurements, identifying areas of improvement, and identifying methods to implement and evaluate changes should all be included.

9.1 QUALITY AUDITS AND INSPECTIONS

City representatives may at any time, without notification, inspect the Contractor's operations directly related to services provided in the agreement. This shall include, but not be limited to, QA/CQI assessments, ambulances, billing, repair facilities, communications, System Status Management data, and administration facilities. In addition and in accordance with HIPAA and other privacy requirements, City representatives may ride as observers on any ambulance at any time. City representatives may also audit all reports and data that the Contractor is required to collect, maintain, or provide.

9.2 INNOVATION AND COLLABORATION

The City seeks innovative approaches from the Contractor to achieve the City's concept of having a tool to ensure contract compliance and guarantee the City's citizens and visitors a fair measure of reliable and exceptional service while at the same time providing the Contractor effective incentives to consistently perform at or above expectations.

Specifically, the City desires innovative approaches that assist in reducing response times, provide system-wide medical charting platforms (ePCR), and approaches to a tiered response system.

The City also desires a Contractor that will participate in EMS system research, which will require the Contractor to follow the established guidelines set forth within the study and to share findings with all EMS system partners.

Currently the CSFD has a Community and Public Health (CPH) Division, which operates the Community Assistance, Referral, and Educational Service (CARES) programs. The Contractor shall work with and collaborate with the CSFD CPH Division to make EMS system advancements/improvements within the City.

10. POLICE REQUEST MEDICAL (40A)

"Police Request Medical" MPDS determinant 40 Alpha ("40A") are incidents where a law enforcement officer arrives on scene of an incident and determines a medical evaluation and/or transport is needed; however, a non-emergent or (code 2) response is warranted.

The Contractor will respond to these incidents without the CSFD. On average, these responses account for 350 responses a month and are considered non-emergent responses.

11. 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 Contractor 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 city, state, and federal data collection and reporting requirements and shall be submitted in a form that is useful to the City. All forms of submission shall be electronic. Acceptable forms shall be comma delimited, tab delimited, or other agreed upon form between the City and the Contractor.

After submission of the data the information shall be considered closed. The Contractor shall not change data after submission without the written approval from the City.

The City may request specialized reports to be added to a monthly submission list or shorter notice; if required for analysis.

The following information shall be included but not limited to, in each requested report unless changes are made and agreed upon between the City and the Contractor:

- A unique call number from the agency
- The City's incident number assigned to the unique call number
- Dispatch date
- Time the call was received from the City communication center
- Dispatch time
- Arrival time
- Transport time
- Destination time
- Destination location
- Response time
- A unique ambulance identification number
- Response priority
- Response zone where the response occurred
- CSFD map page
- Crew member(s) identification

Operational Reports

- All incidents the Contractor responded to within the City including proprietary emergent responses
- All responses by response zone and priority
- All released calls to mutual aid partners
- All requested exemptions
- All exceptions within the City
- All occurrences where the Contractor did not have an ambulance available within the City to respond to 911 emergencies for periods greater than five (5) minutes; information to include date, time, duration
- Response zone OTP reports

QA/CQI Reports

- All responses where the ambulance scene time exceeded EMS system goals (currently these times are 10 minutes for trauma and 20 minutes for medicals)
- All emergent responses greater than 15 minutes; patient outcomes shall be

- included in the report
- Any specialized report the Medical Director, the City, a hospital, or the contract administrator may need to support the EMS system QA/CQI process

Reports shall be submitted within 48 hours of request unless otherwise agreed upon.

Administrative Reports

- *Incident Reports*

The Contractor will complete and submit to the City within 48 hours, or any shorter time if required by the City, incident reports for actions considered non-conforming to the contract, policies and procedures, and for any other incident if requested by the City. Non-conforming incidents include, but are not limited to, ambulance accidents within the City or surrounding jurisdictions, vehicle failures while assigned to a call, equipment failures, patient injuries occurring after care is assumed, and family or facility complaints.

- *Community & Public Information Report*

The Contractor shall provide by February 1st of the following year an annual summary of all community education and public information activities including but not limited to a description of the activities, the number of attendees, and the number of staff hours.

- *Pre-Hospital Patient Care Reports*

A patient care report is required to be completed and submitted for all patients for whom care is rendered, regardless of whether or not the patient is transported.

Electronic patient care report (ePCR) solutions should incorporate the needs of the local hospital data exchange system where patient care can be shared between the hospitals and the EMS system.

In order to facilitate system and quality improvement efforts, compatible types of patient care reports may be utilized by the Contractor and the City. The Contractor can cooperatively work with the City to develop and implement an ePCR reporting system acceptable to both parties.

11.1 RECORD REQUESTS

The Contractor shall complete, maintain, and if requested by the City, provide access to or copies of the following records, reports, and supporting data if requested; within 15 working days of the request at the Contractor's expense.

- Patient account records

- Deployment/staffing records
- Continuing education and training reports
- Certification/licensure of employees

11.2 NON-CLINICAL REPORT SUBMISSION DEADLINES

The Contractor shall submit accurate reports no later than 5:00 p.m., five (5) business days after the final day of the month; unless a specialized report or information is requested sooner. Failure by the Contractor to submit a report will be classified as an administration failure and may be subject to liquidated damages.

11.3 CLINICAL REPORT SUBMISSION DEADLINES

The Contractor shall submit accurate clinical reports, patient care reports, or other documentation regarding clinical care within 48 hours of written request. Failure by the Contractor to submit a report will be classified as an administration failure and may be subject to liquidated damages.

12. COMMUNITY INVOLVEMENT

Community outreach and public education are essential elements of any EMS system. As a result, the Contractor will participate in activities to improve access to the 911 system and participate in other community education programs in cooperation with the City. Activities may include but are not limited to presentations at schools or other community events, development of printed and electronic public service announcements, CPR training, and participation in national EMS week activities.

The Contractor will provide a plan to manage inspections and service of City-owned automatic external defibrillators (AED). There are currently 74 AEDs in City owned locations. A list of these locations will be provided during negotiations.

The Contractor will state how it will maintain relationships with various fire and law enforcement agencies. Additionally, it should detail its approach to relationships with hospitals, emergency room staffs, and other healthcare providers/facilities.

13. FINANCE AND ADMINISTRATION

For the purposes of evaluation the Contractor shall provide a four year pro forma for ambulance operations on Exhibit 8. The pro forma shall not include revenue or expenses expected from non-911 services. Moreover, after awarding of the contract, the Contractor shall provide the City complete information on the full costs of its service on an annual basis. "Full Cost" shall be defined as all costs attributed to the provision of services provided under the agreement. If revenue from ambulance service billing does not cover costs of operations, the Contractor shall

document its projected source of revenue to offset such loss and shall detail the Contractor's projected time frame to recoup losses.

The Contractor shall also provide at the sole expense to the Contractor 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 the Contractor's fiscal year. If the Contractor'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 Contractor 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 (5) period for examination, transcription, and audit by the City, its designees, or to other authorized bodies. The City reserves the right to conduct an independent audit of these records at any time and the Contractor will provide access to all relevant records and cooperate fully with any such independent audit.

14. AMBULANCE RATES

The Contractor shall submit their ALS and BLS flat rate fee schedule for emergency medical EMT-Paramedic ambulance transports on Exhibit 7.

The Contractor may propose its own rates for service based on market analysis of comparable services. However, ambulance fees shall be presented in a flat rate (for both BLS and ALS) format. Additional charges for mileage and supplies will be separated by line item.

The Contractor shall submit a detailed mileage fee schedule.

The Contractor shall submit a detailed supply list with Contractor cost and customer charges to include disposable, semi-disposable, reusable, and lifetime items. The Contractor shall show actual costs compared to charges for review. The Contractor shall provide the City an annual survey of fee schedules and rates for the Pueblo/Denver/Metropolitan areas in conjunction with their annual fiscal report.

Rate increases may be considered annually based on the regional Consumer Price Index (CPI-U) (medical) for the prior year. The Contractor shall submit notification of rate increases to the City for review and approval no later than October 31st of the year preceding any change. The City has 30 days to accept or reject any increase proposed.

The current EMS system provides some allied health services, some of which may not result in reimbursable transports. Respondents are encouraged to consider

these services when drafting their proposals. Examples may include but are not limited to detox transports.

15. COMPLIANCE WITH ALL LAWS AND REGULATIONS AND REPORTING

The Contractor must comply with all federal, state and local laws, regulations, rules and procedures applicable to the provision of the services provided, including but not limited to the Health Insurance Portability and Accountability Act of 1996, (HIPAA) and it's implementing regulations as well as plans and ordinances applicable to ambulance Contractor and ambulance service personnel.

The Contractor must also comply with all provisions in the RFP and nothing in the foregoing shall be constricted to allow the Contractor to not comply with any RFP requirement imposing additional, higher, stricter standards, or requirements.

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

The Contractor shall also notify the City anytime any regulatory authority audits the Contractor or any of its employees. The notice shall be in written form and forwarded to the City within five (5) working days of the date the Contractor or any of its employees become aware of any such audit.

The Contractor shall inform the City of the results of any proceedings or audit. This notice shall be in written form and forwarded to the City within five (5) business days of the resolution.

16. FINANCIAL REIMBURSEMENT FOR CITY AMBULANCE SERVICES ADMINISTRATION

The Contractor is minimally required to propose a reimbursement of approximately \$1,170,000 to the City during each year of the agreement as payment for services, equipment, and supply costs, including but not limited to, 911 dispatching, EMS response services, medical direction, medical oversight, and contract administration payable monthly in advance. This amount does not cover the full costs of these services and the additional reimbursement amount proposed will be a factor in the City's award decision. As such, the Offeror is encouraged to propose a reimbursement of \$1,400,000 to capture the actual costs to the City. These costs do not include monthly damages assessed (liquidated damages) for contract performance issues.

Excluding the final year of a contract period, the parties agree sixty (60) days prior to the anniversary date of the agreement, the City and the Contractor shall meet

and confer in good faith to review the reimbursement amount. The parties, through their representatives, shall take into consideration such things as operation expense, extraordinary expenses, revenues, savings to either party, current budgetary situations, or any other relevant information. Once the parties have mutually agreed upon a reimbursement rate adjustment, it shall be memorialized and signed by the City and the Contractor.

EXHIBIT 6 – QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

(PRINT)

FIRM NAME: _____

ADDRESS: _____

CITY STATE ZIP: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS

2. TYPE OF LICENSE & LOCATION

CORPORATION

INDIVIDUAL

PARTNERSHIP

JOINT VENTURE

OTHER: _____

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP: _____

4. NUMBER OF YEARS IN BUSINESS: _____

5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER: _____

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? YES NO IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES NO

IF "YES", EXPLAIN:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES NO IF "YES", EXPLAIN:

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES NO IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

11. BANK REFERENCE: _____
ADDRESS: _____
CONTACT: _____ PHONE: _____

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____
2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____
3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____

Contact telephone and FAX Numbers: _____
2. Location of Project: _____
Size of Project: _____
Contract Amount: _____

Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)

1. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____
2. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____
3. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.

EXHIBIT 7 -- OFFEROR FEE SCHEDULE:

(Usual Customary Rate)

	Emergent	Non-Emergent
ALS 1 Base Rate	_____	_____
ALS 2 Base Rate	_____	_____
BLS Base Rate	_____	_____
Mileage Rate	_____	_____
Other Charges (Alphabetical)	_____	_____
Item	_____	_____

EXHIBIT 8—CONTRACT PRO FORMA

Four year Pro forma

RFP 2019 Colorado Springs Colorado				
	Year 1	Year 2	Year 3	Year 4
Revenue				
Private Payment				
Medicare				
Medicaid				
Other third party payments				
Other source of Revenue (Specify)				
Total Revenue				
Expenses				
<i>Personnel</i>				
Wages				
Benefits				
Other				
<i>Vehicle</i>				
Fuel				
Repair				
<i>Other Expenses</i>				
Medical Equipment / Supplies				
Building Rent / Lease				
Insurance				
Office supply / postage				
Professional services				
Taxes				
Overhead Allocations				
Estimated Liquidated Damages				
Other (specify)				
Total Expense				
Earnings before Interest & Taxes				
Intrest expense				
Net Income				
Basis for Revenue Projections				
Unit Hours				
Cost / Unit Hour				
Antisipated Annual Number Transports				
Net Cash / Transport				

EXHIBIT 9 – EVALUATION SCORESHEET

Offeror's Name: _____

Evaluator's Name: _____

Item #1	Description	Total Points	Points Given
3.1.2	Project Approach/Compliance with SOW	130	
	Are all requirements from SOW included in the proposal?		
	Is the project approach realistic?		
	Consider if Offeror addressed meeting the minimum requirements.		
	Consider if Offeror addressed how they may meet the preferred requirements.		
3.1.1	Organizational Background and Overview	65	
	Is history and overview of the company included?		
	Are financial statements provided/financially stable?		
3.1.3	References	45	
	Are references provided?		
	Are there any litigations?		
3.1.4	Qualifications and Experience	45	
	Successful past performance?		
3.1.6	Proposal Presentation	15	
3.1.7	Exceptions/Insurance	Pass/Fail	
	Total	300	

The following Exhibits can be located in separate PDF files located on Rocky Mountain E-purchasing and on Bonfire website as referenced on page 2 of the RFP.

EXHIBIT 10 -- COLORADO SPRINGS EMS SYSTEM OPERATING GUIDELINES

EXHIBIT 11 – PROPOSED AMBULANCE CONTRACT LIQUIDATED DAMAGES SCHEDULE

EXHIBIT 12 – RESPONSE DATA SUMMARY

EXHIBIT 12A – AMBULANCE RESPONSE ZONE MAP

EXHIBIT 13 – PAYOR MIX INFORMATION