

**VALENCIA COUNTY  
STATE OF NEW MEXICO**

**REQUEST FOR PROPOSALS (RFP)**

**MEDICAL DIRECTOR SERVICES**

**VALENCIA COUNTY**



**RFP #VCP-FY15-001**

**VALENCIA COUNTY PURCHASING  
444 Luna Ave.  
Los Lunas, NM 87031**

**June 27, 2014**

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Valencia, on behalf of Valencia County Emergency Services (hereinafter “VCES”), seeks sealed proposals from qualified medical service providers licensed to practice in the State of New Mexico to provide comprehensive medical director services consistent with all applicable federal, state and local laws and requirements, as well as commonly accepted industry standards, in the most cost effective manner possible.

A Proposal offer may be submitted by any of the following: (a) A licensed physician; (b) A corporation, association, or partnership composed of licensed physicians, but such Proposal must identify and designate one (1) physician only who meets all of the minimum requirements, qualifications and other criteria stated herein and, if selected, will serve as Medical Director for the duration of the contract; or (c) Licensed physicians employed by any hospital that delivers in-hospital emergency medical services and employs or contracts with physicians specifically for that purpose, but such Proposal must identify and designate one (1) physician only who meets all of the minimum requirements, qualifications and other criteria stated herein, if selected, will serve as Medical Director for the duration of the contract.

In the event the successful proposal is submitted by a hospital, corporation, association, partnership or group of physicians, as described above, then once the award is made there shall be no substitution of physicians as submitted under this RFP during the contract period without the express written consent of the County, which consent may be withheld in the County’s sole and absolute discretion. Any attempted replacement or substitution of the medical director by the selected Offeror with a physician not listed in the RFP may be rejected by the County and result in the termination of the Agreement, in the County’s sole discretion.

### B. SUMMARY SCOPE OF WORK

Valencia County Emergency Services is seeking the professional services of an Emergency Medical Physician (hereinafter referred to as “Medical Director”) to act as Medical Director for Valencia County and the Municipal fire departments within the Valencia County boundaries.

Note: The approved budget for Medical Director Services, for the period July 1, 2014 through June 30, 2015 (FY15), has been established at \$50,000 inclusive of all taxes.

### C. SCOPE OF PROCUREMENT

The scope of the procurement consists of identifying a contractor to provide professional medical director services. The term of this contract shall be for one (1) year. The County reserves the right to extend this contract, on an annual basis (or any portion thereof) and by mutual agreement, for up to three (3) additional years. Under no circumstances will the term of this contract, including any extensions thereto, exceed four (4) years. This procurement will result in a single source award. Contractor performance will begin on September 1, 2014.

**D. CHIEF PROCUREMENT OFFICER**

The County of Valencia has designated a Chief Procurement Officer who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer (“CPO”) in writing. Offerors may contact ONLY the CPO regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Valencia.

**Michelle Romero**  
Valencia County Purchasing

<u>Delivery Address (Including proposal delivery):</u> 444 Luna Ave., Suite 100A // Los Lunas, NM 87031	<u>Mailing Address:</u> P.O. Box 1119 // Los Lunas, NM 87031
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Phone: (505) 866-2005  
Fax: (505) 866-2424  
E-mail: michelle.romero@co.valencia.nm.us

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Michelle Romero’s Delivery Address, above.

**E. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Board of County Commissioners” (also “BCC”) means the elected board in whom all powers of the municipality are vested and who are responsible for the proper and efficient administration of the municipal government.

"Chief Procurement Officer" (also “CPO”) means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

"County" means the County of Valencia, State of New Mexico.

"Determination" means the written documentation of a decision of the Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor (as opposed to a "mandatory" item or factor).

"Evaluation Committee" means a body appointed by County management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Chief Procurement Officer and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor (as opposed to a "desirable" item or factor). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Page" means one (1) side of an 8 ½ X 11 inch sheet of paper. One (1) 8 ½ X 11 inch sheet of paper printed on both sides constitutes two (2) pages. (See, however, Section III.C for the one exception to the 8 ½ X 11 inch page size limitation.)

"Procuring agency of the County" means the department or other subdivision of the County of Valencia that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Valencia Purchasing Office or the Valencia County Chief Procurement Officer.

"Purchasing Agent" or "PA" means the Chief Procurement Officer for the County of Valencia.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or

service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

“Statement of Compliance” and “Statement of Concurrence” mean an express, affirmative statement by the Offeror in their proposal, that they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include “The [NAME HERE] Company agrees to comply with this requirement.”, “The [NAME HERE] Company concurs with this requirement.” and The [NAME HERE] Company agrees to participate as required.”

## **F. PROCUREMENT LIBRARY**

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

**- New Mexico Procurement Code**

<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>

**- Valencia County Procurement Policy**

[http://www.co.valencia.nm.us/departments/finance/pdf/R05\\_68A\\_ProcurementPolicy.pdf](http://www.co.valencia.nm.us/departments/finance/pdf/R05_68A_ProcurementPolicy.pdf)

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

### A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule:

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue RFP	Chief Procurement Officer (CPO)	6/27/14 (Friday)
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	7/8/14 (Tuesday)
3. Site Visit and Pre-Proposal Conference **	CPO, PO and VC Staff	7/8/14 (Tuesday) 9:00 AM
4. Deadline to Submit Questions	PO	7/11/14 (Friday)
5. Response to Written Questions/ RFP Amendments	CPO	7/14/14 (Monday)
<b>6. Submission of Proposal</b>	<b>Offerors</b>	<b>7/22/14;(Tuesday) 2:00 PM MST</b>
7. Proposal Evaluation	Evaluation Committee (EC)	7/29/14 (Wednesday)
8. Notification of Finalists (If desired)	EC	To Be Determined
9. Best & Final Offer (If requested)	Offerors	To Be Determined
10. Oral Presentations (If requested)	Offerors	To Be Determined
11. Contract Negotiations (If needed)	Tentative winner/County	To Be Determined
12. Contract Award*	Purchasing Agent/BCC*	8/6/14.(Wednesday)
13. Protest Deadline	Offerors	8/21/14 (Thursday)
<b>Start of Performance</b>		<b>09/01/14</b>

\*Contract award is subject to approval of the Board of County Commissioners.

\*\*Site Visit and Pre Proposal Conference location: Los Lunas Fire Dept. 465 East Main St., Los Lunas, NM 87031

### B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

#### 1. Issue RFP

This RFP is being issued by the Valencia County Chief Procurement Officer on behalf of Valencia County and Valencia County Emergency Services (VCES).

## 2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the “Acknowledgement of Receipt” form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the attention of Michelle Romero, Chief Procurement Officer, by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

## 3. Site Visit and Pre-Proposal Conference

A non-mandatory Pre-Proposal Conference and subsequent site visits are scheduled for 9:00 A.M. on Tuesday, July 8, 2014 at the Los Lunas Fire Department, 465 East Main Street, Los Lunas, NM 87031. Potential Offerors are encouraged to submit written questions in advance to CPO Michelle Romero. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the site visit and Pre-Proposal Conference. Attendance at the site visit and Pre-Proposal Conference are not prerequisites for submission of a proposal but is highly recommended as questions will be answered.

## 4. Deadline to submit written questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 5:00 PM MST on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Chief Procurement Officer (See Section I, Paragraph D.)

## 5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Valencia County Purchasing Office web site (<http://www.co.valencia.nm.us/>), via the Purchasing Department/ “Doing Business with Valencia County” link. Notification of such posting shall be provided to all potential Offerors that have returned the “Acknowledgement of Receipt” Form found at Appendix A. A new “Acknowledgement of Receipt” Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

## 6. Submission of Proposal

OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE **NO LATER THAN 2:00 PM MST ON THE DATE INDICATED** IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. **PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Chief Procurement Officer at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the “Valencia County Emergency Medical Director Services” Request For Proposals and should reference “RFP #VCP-FY15-001.” Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

## 7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Chief Procurement Officer may at his/her option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

## 8. Notification of Finalists

The Evaluation Committee may select and the Chief Procurement Officer may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

## 9. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

## 10. Oral Presentations

Finalists may be required to attend and participate in an oral presentation on the date(s) indicated in Section II.A (Sequence of Events), above.

#### 11. Contract Negotiations

If necessary, contract negotiations shall commence with the most advantageous Offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

#### 12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Agent anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners.

Any contract awarded shall be awarded to the Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP.

#### 13. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Valencia County Procurement Policy #401-01-3, Section 24. The fifteen (15) day protest period for the submittal of a timely protest shall begin on the day following the contract award and will end at 5:00 PM MST on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to the Chief Procurement Officer:

Valencia County Purchasing  
Attn. Michelle Romero, County Chief Procurement Officer  
444 Luna Avenue, Suite 100  
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

### **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Valencia County Procurement Policy (#401-01-3, Resolution 2005-68).

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Chief Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

## 8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

## 9. No Obligation

This procurement in no manner obligates Valencia County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

## 10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

## 11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## 12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Chief Procurement Officer.

## 13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

## 14. Basis for Proposal

Only information supplied by the County in writing through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

## 15. Contract Terms and Conditions

The contract between the County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Sample Contract. However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

## 16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

## 17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

#### 18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

#### 19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

#### 20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

#### 21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

#### 22. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

#### 23. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offeror's and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

#### 24. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

25. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Chief Procurement Officer, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

26. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County of Valencia.

28. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the County, the version maintained by the County shall govern.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Offeror's may submit only one (1) response to this RFP.

#### **B. NUMBER OF COPIES**

Offerors shall deliver six (6) identical copies of Binder #1 of their proposal, two (2) identical copies of Binder #2 of their proposal and six (6) identical copies of Binder #3 (optional) of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. (Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for six (6) identical copies would be fulfilled by submitting the original and five [5] copies of the original.) The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. For this procurement, we expect receipt of either eight (8) or fourteen (14) separate binders, the latter if the Offeror chooses to provide the optional Binder #3.

### C. PROPOSAL FORMAT

All proposals must be printed on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Each proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated with a tab for each item listed below. **Note, submittals shall be subjected/ limited to twenty five (25) single sided pages.**

#### **Binder #1**

- a. Letter of Transmittal Form (See Appendix D)
- b. Table of Contents
- c. Proposal Summary (optional)
- d. Response to Specifications

#### **Binder #2**

- a. Cost Response Form (See Appendix C)
- b. Campaign Contribution Disclosure Form (See Appendix E)
- c. Response to Agency Terms and Conditions (if any)
- d. Offeror's Additional Terms and Conditions (if any)
- e. Resident Veteran Preference Certification (See Appendix F)

#### **Binder #3 (Optional)\***

Other Supporting Material

\*See also Section III.C.3., immediately below.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form, Appendix C.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

## 2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror's proposal.

## 3. Other Supporting Materials

Offerors may include other materials, in Binder #3, which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

## IV. SPECIFICATIONS

### A. INFORMATION

#### 1. Background

Parties to be served include Valencia County Emergency Services and the municipal fire departments identified within the Joint Powers Agreement. Valencia County spans over a range of 1,068 sq. miles and has a population of 76,569 (according to the 2010 census) areas can range anywhere from suburban to rural. Emergency Services provided encompass the entire area and are divided into twelve fire districts, with four of those districts being municipalities. The Village of Los Lunas (District 6) The City of Belen (District 8), The Village of Bosque Farms (District 5) and the Village of Peralta (District 13) are all municipalities that operate under their own city government. The newest community to become a municipality is the City of Rio Communities, Valencia County and Rio Communities are currently in negotiations to transfer District one, Rio Grande Estates Fire Dept. to Rio Communities which is still currently a County run department. Valencia County operates the remainder of departments in the unincorporated areas which are as follows; Tome-Adelino Fire Dept. (District 2), Valencia El-Cerro Fire Dept. (District 3), Meadowlake Fire Dept. (District 4), Los Chavez Fire Dept. (District 7), Jarales, Pueblitos, Bosque Fire Dept. (District 9), Manzano Vista Fire Dept. (District 10), Highland Meadows Fire Dept. (District 12), and The Valencia County Emergency Services career staff, which operates two units with two personnel each, twelve hours a day. Out of all 12 Fire Stations only 10 perform emergency medical services, districts twelve and thirteen do not have an EMS component. The Valencia County Fire Administration office is comprised of six personnel that oversee all County Fire/Rescue Departments. The County Fire Chief, Steven Gonzales is the overall supervisor for the department, under the Fire Chief are two Division Chief's; Division Chief Casey Davis is the Fire Marshal and oversees all Fire related operations, Division Chief Nicholas Moya oversees all EMS operations as well as serves as a liaison between the District Chiefs and their respective command staff with any EMS issues. Then we have two Captains; Captain Jamie Finch is the Supervisor of all our career field staff as well as helps with any Fire/EMS tasks the Chief or Division Chief's may have, Captain Rob Barr is our Wild land Captain and oversees all Wild land Fire Operations. Finally we have an Administrative Assistant Mrs. Norma Tarry who carries out any administrative duties as necessary and interacts with the general public for any services needed or issues that arise that are Fire/EMS related. For more information you can visit the Valencia County government website at <http://www.co.valencia.nm.us/> and go under department, then click on County Fire Chief to learn more about the Valencia County Fire Departments. Los Lunas Fire Department - [www.loslunasnm.gov/](http://www.loslunasnm.gov/) , Belen Fire Department - [www.belen-nm.gov/](http://www.belen-nm.gov/) .

#### 2. Description of Problem to be Solved

Valencia County requires the services of an emergency medical physician to act as medical director for Valencia County and the municipal fire departments within the

Valencia County boundaries and parties to Joint Powers Agreement. Duties and responsibilities of the Medical Director shall include, but are not limited to:

- a) Provide medical control and medical direction as defined in 7 NMAC 27.3.9, Part 3, Medical Direction Guidelines and 18 NMAC 3.14.11d, Part 14, Transportation and Highway Motor Carrier General Provisions Ambulance Services.
- b) Provide medical guidance and consultation to the County Manager, VCES Fire Chief, VCES Command staff, Municipal Fire Chiefs and their respective command staff, Valencia County Chief's Association, Valencia County EMS Board, and the twelve (12) Fire Districts comprised of both municipal and county fire Departments.
- c) Act as a liaison with the Department of Health/EMS Bureau, the Bernalillo County medical board, and other medical directors within Valencia County and other counties within the state of New Mexico.
- d) Provide continuing education and approve and maintain an active role in the quality assurance process that focuses on patient care to assess the medical performance of all levels of EMS providers which includes Valencia County and Municipal EMS responders within Valencia county boundaries. The medical director must be involved in the process to include prompt review of patient care reports, follow-up on non-compliant reports, direct observation of providers in training scenarios, and field settings to include bi-annual ride along for municipalities and quarterly within Valencia County.
- e) Assist EMS officials in activities regarding renewal of licensure of Valencia County/municipal medical personnel.
- f) Establish, review, revise and/or implement system wide protocols for all levels of Emergency medical technicians and first responders. These protocols will include specific protocols for the following:
  - a. Transport of uncooperative patients;
  - b. Non-transport of patient after EMS contact;
  - c. Response treatment and transport of behavioral emergencies;
  - d. Transport of patients by ground, air, and other specialty means;
  - e. Selection of definitive care destination based upon criticality.
- g) Cooperate with the New Mexico EMS Licensing Commission and the New Mexico EMS Bureau, a division of the Department of health, regarding investigation of violations of the EMS Act Section 24-10B-1 et. Seq.; and with other state, county and federal agencies that investigate violations of law.
- h) Ensure that all EMS providers practice only within their level of approved scope of practice through routine retrospective quality assurance practices.
- i) Ensure that EMS medical personnel do not practice under the medical direction/protocol of any physician not approved by the contracted medical director, with the exception of State medical director approved on-line medical control during patient encounters.
- j) Render the final decision with respect to the medical skills and medication to be used by Valencia county/municipal fire-rescue departments. The contracted medical Director may elect to narrow the scope of the employee(s) use of skills and medication from that articulated in NMAC 7.27.2 et. Seq.

- k) Render the final decision with respect to the practice of individual medical personnel. The contracted medical director has decision making authority to limit, suspend, or withdrawal medical control with respect to an individual provider at the Medical Director's discretion.
- l) Withdraw medical control immediately from any EMS provider who the medical director deems to be a danger to the services and/or public.
- m) Submit monthly rosters of quality assurance case reviews and continuing education activities to the county EMS Division Chief for records and auditing.
- n) Be available by phone 24 hours/7days a week. In the event that the medical Director may not be available he/she shall be required to pre-designate a qualified physician to act on his/her behalf and assure that staff has appropriate contact information.
- o) Consider approving special skills as requested and recommended by a Municipal Fire chief, the Valencia County Fire Chief or their designee.

### **3. Resident Business Preference**

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business, that Bidder must submit a copy of their resident business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

### **4. Resident Veteran Business Preference**

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. [Please see Appendix F.] In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual proposal submittals.

REF.	REQUIREMENT	POINTS AVAIL.
V.C.1	Letter of Transmittal Form	0*
V.C.2	Standards Compliance	0*
	Insurance	0*
	Capability and Agreement to Perform	0*
	Property Tax Obligations	0*
	Campaign Contribution Disclosure Form	0*
	Resident Veteran Preference Certification	0*
V.C.3	Program and Implementation Plan	250
V.C.4	Experience and Expertise	200
V.C.5	Approach to Medical Protocols, Quality Assurance, Quality Improvement and reporting	250
V.C.6	Current and Former Clients	50
V.C.7	Litigation History	50
V.C.8	Cost	50
V.C.9	Joint Training with Emergency Medical Staff	100
V.C.10	Experience in Unique Challenges	50
<b>TOTAL</b>		<b>1,000</b>

\*Pass/Fail only.

### B. EVALUATION FACTORS

#### Response to Requirements

Each mandatory requirement in sections V.C.1 through V.C.10, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Note: failure to respond to a mandatory requirement will result in receiving a score of zero (0) for that requirement.

Points will be awarded based on the evaluation factors found in V.C.1 through V.C.10, below, as indicated.

### C. MANDATORY REQUIREMENTS

#### 1. Letter of Transmittal Form

**(0 Points – Pass/Fail Only)**

Offeror must complete and submit the “Letter of Transmittal Form”, found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

## **2. Standards Compliance**

**(0 Points – Pass/Fail Only)**

Note, a statement of concurrence is required for the following:

- a. Must meet mandatory requirements of NMAC 9.3.1.
- b. Must be a licensed and board certified MD or OD, per NMAC 9.3.1.
- c. Must have a minimum of five (5) years of experience in rural medicine.
- d. Capability and Agreement to Perform. Offeror must certify that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified within this RFP.
- e. Insurance. Offeror must agree to provide proof of insurance as follows:  
Comprehensive General Liability - \$2,000,000 per occurrence, \$5,000,000 General Aggregate  
Medical Malpractice Insurance covering Professional Staff- \$2,000,000 per occurrence, \$5,000,000 General Aggregate. "Occurrence" type, if available; if not "Claims Made" type with a minimum of a six (6) year “tail”;
- f. Campaign Contribution Disclosure Form. Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Valencia are BCC Chair Charles Eaton; BCC Vice-Chair Alicia Aguilar; Commissioners Mary J. Andersen, Lawrence R. Romero and Jhonathan Aragon; Assessor Viola Garcia-Vallejos; Clerk Peggy Carabajal; Probate Judge Jaime Baca; Sheriff Louis Burkhard and Treasurer Dorothy Lovato.)
- g. Resident Veteran Preference Certification (See Appendix F)
- h. Property Tax Obligations. Offerors are required to certify that they are not delinquent in the payment of their property tax obligations and that they will not become delinquent in the payment of their property tax obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor. Bids/Proposals that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration

## **3. Program and Implementation Plan**

**(250 Points)**

Offeror must define and describe the comprehensive emergency medical director services they propose to provide to meet the needs of VCES/Municipalities. **The plan must**

**contain no more than 25 single sided pages.** The plan must address, at a minimum, the following areas:

**(A) Medical Director Qualifications.** Provide a narrative description of company's or individual's qualifications.

**(B) Professional Organizations.** Offeror should provide a list of organizations they are accredited by and a list of local and national medical organizations they belong to as well as their type and level of participation in the activities of each of those correctional and medical organizations.

**(C) Evidence Based Practices and Services.** Offeror should describe, in narrative form, how they will provide state-of-the-art, evidence based Medical Direction as well as why they feel these services will fulfill the needs of Valencia County in the most cost effective manner.

**(D) Service Transition from Existing Provider.** Outline your availability; what percent of your workload will you commit to VCES? Describe the resources you will make available in your absence.

**4. Experience in the Field**

**(200 Points)**

- a. Identify key personnel and any alternatives to be directly involved with providing the day to day services and indicate the years of experience and training in Emergency Medical Services.
- b. Provide description of experience in serving as an EMS Medical Director, EMS Assistant Director or Hospital Emergency Department/Room Medical Director.
- c. Indicate experience interacting with Fire and/or EMS personnel while instructing, demonstrating or testing EMS skills.
- d. Attach resume and copies of all licenses and certificates for all persons that will be directly involved with the day to day services in a contract resulting from this RFP.

**5. Approach to Medical Protocols, Quality Assurance, Quality Improvement and reporting**

**(250 Points)**

- a. Describe your knowledge and experience in writing, maintaining and updating EMS Medical protocols. Submit a copy of the most current EMS Medical Protocol that you approved.
- b. Describe your knowledge and experience of conducting EMS audits and quality assurance reviews.

**6. Current and Former Clients**

**(50 Points)**

- a. Offeror must provide a complete *current* client list, of those clients for which they are providing medical direction, including contact information for each. The Evaluation Committee, or their representative, may contact any of the clients listed.
- b. Offeror must provide a complete list of *former* clients, whose contract ended within the past thirty six (36) months for any reason, including contact information for each. The Evaluation Committee, or their representative, may contact any of the clients listed.

**7. Litigation History**

**(50 Points)**

Offeror must detail their litigation history (including dates) over the past five (5) years. At a minimum this must include (A) the total number of lawsuits they filed, (B) the total number of lawsuits filed against them, (C) how many judgments they have against them and (D) how many lawsuits they have settled. For lawsuits they filed, Offeror must explain who they were filed against, why, and the outcome of each.

**8. Cost**

**(50 Points)**

Offeror must complete and submit the Cost Response Form, at Appendix C, providing proposed cost for accomplishing the services called for herein. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County.

Points will be awarded based on the total cost proposed on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Total Proposed Cost}}{\text{This Offeror's Total Proposed Cost}} \times X$$

**9. Joint Training with Emergency Medical Staff**

**(100 Points)**

- a. Offeror should describe, in narrative form, their interaction with EMS personnel and what preparatory steps are taken to insure the success of this interaction, especially during sudden, stressful or unexpected events.
- b. Offeror should include a description of joint training planned to address continued education credits for EMT licensure.

**10. Experience in Unique Challenges**

**(50 Points)**

Describe a situation where you had to revoke Medical control from an EMS provider, how you handled it and the outcome.

## **E. EVALUATION PROCESS**

### **1. Initial Review**

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

### **2. Clarifications**

The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

### **3. Other Information Sources**

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

### **4. Resident Preferences**

13-1-21 NMSA 1978 provides for preference for resident businesses and contractors and veteran owned businesses under certain conditions. If applicable, the preference will be provided to those Offerors that have provided the proper documentation to qualify for the preference. (See also section IV.A.3, IV.A.4 AND Appendix F.)

### **5. Scoring and Contract Award Recommendation**

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Chief Procurement Officer, and any other required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

Request for Proposals

**MEDICAL DIRECTOR SERVICES**

**VALENCIA COUNTY**

**Valencia County RFP #VCP-FY15-001**

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Chief Procurement Officer no later than July 8, 2014.**

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

**Michelle Romero**  
Valencia County Purchasing  
444 Luna Ave, Suite 100  
Los Lunas, NM 87031  
Phone: (505) 866-2005  
Fax: (505) 866-2424  
E-mail: [michelle.romero@co.valencia.nm.us](mailto:michelle.romero@co.valencia.nm.us)

## APPENDIX B

### SAMPLE CONTRACT

## VALENCIA COUNTY

CONTRACT #VCP-FY15-001

THIS AGREEMENT is made and entered into by and between the County of Valencia, \_\_\_\_\_, hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

**2. Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed [at the rate of] \_\_\_\_\_ dollars (\$\_\_\_\_\_) [per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.)], such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the County to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

**3. Term.**

This Agreement shall terminate on DATE unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated as provided by the resultant contract or law. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the

notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Valencia. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Valencia as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Valencia unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Valencia from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Valencia and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the County proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the

Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

**20. Disclaimer and Hold Harmless.**

The Valencia County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Valencia County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing

services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be

unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Limit of Liability.**

The contractor's liability to the County for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of County's claim. The foregoing limitation does not apply to the paragraphs entitled "Indemnification" and "Patent, Copyright, Trademark and Trade Secret Indemnification" of this agreement or to damages resulting from personal injury caused by the contractor's negligence.

In no event will the contractor be liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

**28. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification"; "Indemnification"; and "Limit of Liability" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**29. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**30. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**31. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**32. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$5,000.00 or less, further, that the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**33. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**34. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**35. Incorporation and Order of Precedence.**

Request for Proposals No. VCP-FY15-001 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

**36. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Valencia against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Valencia based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Valencia shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**37. Contractor's Payment of Property Taxes.**

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

**38. Termination For Failure to Comply with County's Tax Reduction Policy.**

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

**39. Professional Liability Insurance.**

Contractor agrees to maintain in full force throughout the duration of the Agreement a medical malpractice professional liability insurance policy with a minimum coverage of Medical Malpractice Insurance covering professional staff in the amount of \$2,000,000 per occurrence, \$5,000,000 General Aggregate. "Occurrence" type, if available; if not "Claims Made" type with a minimum of a six (6) year "tail." The Contractor agrees to name the County as an additional insured on this policy.

**409. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: County Manager // PO Box 1119 // Los Lunas, NM 87031

To the Contractor: [insert name and address].

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.**

By: \_\_\_\_\_  
Contractor

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

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

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

By: \_\_\_\_\_  
Valencia County Chief Procurement Agent

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

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Charles Eaton  
Chair

\_\_\_\_\_  
Alicia Aguilar  
Vice-Chair

\_\_\_\_\_  
Mary J. Andersen  
Commissioner, District I

\_\_\_\_\_  
Lawrence R. Romero  
Commissioner, District III

\_\_\_\_\_  
Jhonathan Aragon  
Commissioner, District V

Attest:

---

Peggy Carabajal  
Valencia County Clerk

**Attachment 1**

**Scope of Work  
And  
Deliverables**

The CONTRACTOR shall:

**APPENDIX C**

**COST RESPONSE FORM**

**Valencia County RFP #VCP-FY15-001**

**MEDICAL DIRECTOR SERVICES**

**VALENCIA COUNTY**

State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed by the County.

OFFEROR NAME: \_\_\_\_\_

TOTAL PROPOSED ANNUAL COST \$ \_\_\_\_\_

(Total cost to perform Scope of Work, not including tax.)

## APPENDIX D

### LETTER OF TRANSMITTAL FORM

Items #1 to 4 **MUST EACH BE RESPONDED TO.** Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!**

1. Identity (Name) and Mailing Address of the submitting organization:

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2: For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of the following amendments to this RFP.

Amendment number: \_\_\_\_\_, 2014

Amendment number: \_\_\_\_\_, 2014

Amendment number: \_\_\_\_\_, 2014

Amendment number: \_\_\_\_\_, 2014

Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

## APPENDIX E

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

APPENDIX F

RESIDENT VETERANS PREFERENCE CERTIFICATION

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

PLEASE CHECK ONLY ONE STATEMENT FROM THE FOUR (4) STATEMENTS LISTED BELOW:

I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference.

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by Valencia County with New Mexico Tax & Revenue.

I declare under penalty of perjury that my business prior year revenue, starting January 1 ending December 31, is less than \$1 Million allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue, starting January 1 ending December 31, is more than \$1 Million but less than \$5 Million allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue, starting January 1 ending December 31, is more than \$5 Million allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under §13-1-21 or § 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)\* (Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of an award if the statements are proven to be incorrect.