

**LOS ALAMOS COUNTY  
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544

(505) 709-5503

Advertised: **February 8, 2024**

Closing Date: **March 7, 2024**

Non-Mandatory Virtual Pre-Proposal Conference: **February 22, 2024, 9:00 a.m. Mountain Time**

**Request for Proposals (“RFP”)**

**RFP Number: 24-33**

**RFP Name: Medical Director Services for Los Alamos Fire Department**

**GENERAL INFORMATION**

1. Proposals in response to this RFP may be submitted either in paper form, in a sealed envelope, or electronically by email. Only one of the following submission methods is required:
2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: [lacbid@lacnm.us](mailto:lacbid@lacnm.us). Subject line **must** contain the following information: **RESPONSE – RFP24-33 Medical Director Services for Los Alamos Fire Department**

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to [Jaime Kephart](mailto:jaime.kephart@lacnm.us), Contract Manager at [jaime.kephart@lacnm.us](mailto:jaime.kephart@lacnm.us) to confirm the Proposal was received.

The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with proposals received in the [lacbid@lacnm.us](mailto:lacbid@lacnm.us) email box prior to **2:00 p.m. Mountain Time, March 7, 2024** will be reviewed.

Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

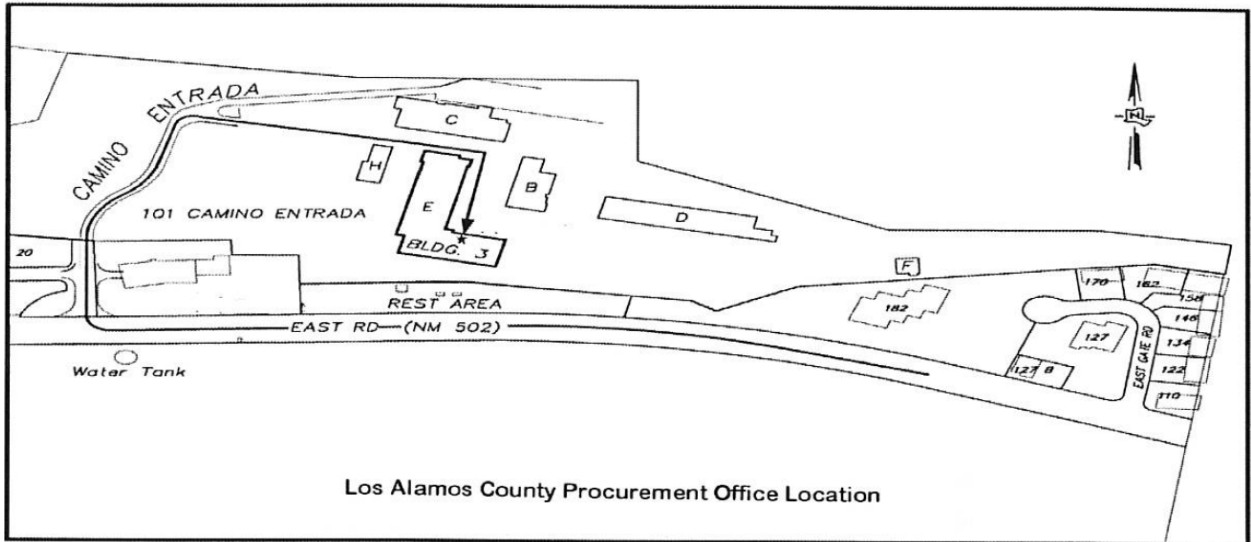
3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, March 7, 2024** for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.
4. Directions to Procurement office:



1. Drive WEST on NM-502 to Los Alamos.
  - o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
- ➔ 2. Turn RIGHT on Camino Entrada.
  - o Road slopes downhill and curves to the right.
- ➔ 3. Take second RIGHT into driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
  - o Follow the signs to Building 3, the L-shaped building in the center of the complex.

- If you pass the Holiday Inn Express and the Airport, you've gone too far.

- 4. Enter glass door marked "PROCUREMENT." *See map below.*



5. The Incorporated County of Los Alamos ("County") invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror's expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to seven (7) years. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.
12. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
13. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with

its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section 13-1-21 NMSA 1978 et al.

14. **A non-mandatory virtual Pre-Proposal Meeting will be held on February 22, 2024, at 9:00 a.m. Mountain Time via Microsoft Teams. The meeting can be accessed at this link:**

<https://tinyurl.com/RFP24-33>

**Meeting ID: 248 375 277 692**

**Passcode: sAUB6X**

## **CONTACT INFORMATION**

For procurement process or project-specific information contact the following and include all contacts listed on all correspondence sent via email. Written questions should be submitted via e-mail to all contacts below:

1. Jaime Kephart, Contract Manager, at [jaime.kephart@lacnm.us](mailto:jaime.kephart@lacnm.us) or (505)709-5503
2. Marisol Padilla, Management Analyst, at [marisol.padilla@lacnm.us](mailto:marisol.padilla@lacnm.us) or (505) 662-8317
3. Christopher Bartlett, Fire Battalion Chief and Project Manager, at [christopher.bartlett@lacnm.us](mailto:christopher.bartlett@lacnm.us) or (505) 662-8376.
4. As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at the address below. <https://lacnm.com/bids>

## **NEED STATEMENT**

The Incorporated County of Los Alamos ("County") Fire Department ("LAFD") and Police Department ("LAPD") Consolidated Dispatch Center ("CDC") requires a licensed physician to provide Medical Director oversight to LAFD and the LAPD CDC to ensure that all medical aspects of the Emergency Medical Services ("EMS") and Emergency Medical Dispatch ("EMD") programs are coordinated with all participating medical entities.

## **BACKGROUND**

### **About Los Alamos County**

The Incorporated City and County of Los Alamos is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Two distinct communities, Los Alamos Town site and White Rock, each with its own visitor center, are home to ~19,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, and continues to gain notice for its vast scenic assets and recreational opportunities.

Visit the Los Alamos County website ([www.losalamosnm.us](http://www.losalamosnm.us)) and the tourism website ([www.visitlosalamos.org](http://www.visitlosalamos.org)) for more information.

### **About LAFD**

LAFD is one of the largest career fire departments in the State of New Mexico and operates in the smallest county in New Mexico at 109 square miles. LAFD provides fire suppression, emergency medical services, technical rescue, hazardous materials mitigation, aviation rescue, fire prevention, fire investigation, code enforcement, public education, and domestic preparedness planning and response. LAFD provides these services with a career staff of 170 personnel comprised of 160 uniformed Emergency Management Technician ("EMT") Basics, EMT Intermediates and Paramedics, 10 civilian support staff, and 16 emergency communication specialists) and operates out of 5 stations with staffing and facility increases expected over the next 5 years.

LAFD also provides emergency response services and EMS to the Los Alamos National Laboratory (“LANL”) through a Cooperative Agreement (“CA”) with the Department of Energy – National Nuclear Security Administration (“DOE-NNSA”). LAFD’s Medical Director interacts with LANL and various local and state hospitals, boards and other government entities and healthcare organizations as needed in performance of services to LAFD. LAFD currently operates under the emergency protocols established by the Medical Director in accordance with applicable laws, rules, regulations, and statutes.

ESO® is County’s current electronic patient care recording and Quality Assurance (“QA”) system, paid for by LAFD’s third-party biller.

**ESTIMATED RFP PROCESS DATES**

**The estimated dates of the RFP process are strictly for informational purposes only, are tentatively planned as follows, and at County’s discretion, may be subject to change without prior notification:**

Advertise RFP	February 8, 2024
Non-Mandatory Pre-Proposal Meeting	February 22, 2024
RFP Closes - Date Proposals are Due and Evaluation Begins	March 7, 2024
Estimated Contract Preparation and Review Period Begins	April 4, 2024
Award Contract/Council Approval (Council Approval required for agreements of \$300,000.00 or greater.)	May 7, 2024
Estimated Contract Effective Date	July 1, 2024

## SCOPE OF SERVICES (or WORK)

The successful Offeror shall provide some or all of the following services. All items necessary for the successful delivery of Services may not be included in the Scope of Services. Offerors are expected to identify in their Proposal any modifications to the proposed Scope of Services that may be deemed necessary or might aid in successfully implementing and delivering Services.

1. **Provider Services.** The selected provider (“Contractor”) shall supply the following services, by and through a qualified Physician licensed in New Mexico, with experience in Emergency Medicine as follows:
  - a. Will serve as an ongoing liaison and will provide medical oversight for the LAFD and LAPD CDC to ensure that all medical aspects of the EMS and EMD programs are coordinated with all participating medical organizations, including but not limited to the Los Alamos Medical Center, the Los Alamos Medical community (i.e., local physicians, nurses, pharmacists and related medical personnel, the LANL EMO, New Mexico State (“State”) EMD agencies, the State EMS Bureau, and the State EMS Medical Directors.
  - b. Will provide Medical Director oversight pursuant to all applicable state, federal, and local laws, rules, regulations, and standards, including but not limited to, the NMSA 1978 24-10B-3 Emergency Medical Services Act, NMAC 7.27.3 Medical Direction for Emergency Medical Services and NMAC 18.3.14 Transportation and Highways Motor Carrier General Provisions Ambulance Services). **It is expected that Offerors have and maintain throughout the term of an agreement, knowledge of all applicable law, rules, regulations, and standards applicable to the performance of Medical Director services.**
  - c. Will follow Health Insurance Portability and Accountability Act (“HIPAA”) and all applicable State laws that require protection of sensitive patient health information from being disclosed without the patient’s consent or knowledge.
  - d. Establish, develop, implement, and revise written LAFD EMS protocols pursuant to State regulations to ensure quality emergency medical service delivery by LAFD providers.
  - e. Establish, develop, implement, and revise the LAPD CDC protocols pursuant to State regulations to ensure quality CDC service delivery by CDC providers. LAPD CDC currently uses the International Academies of Emergency Dispatch/Priority Dispatch protocol system, and currently has no plans to change their protocols being used but reserves the right to change the protocols to any allowed by law throughout the term of an agreement.
  - f. Participate with LAFD and LAPD CDC in the Continuous Quality Improvement Program related to EMS and EMD, which includes but is not limited to the following:
    - i. Data analysis;
    - ii. Ongoing evaluation of patient care, including retrospective call reviews and on-site evaluation;
    - iii. Investigation and resolution of medically related complaints;
    - iv. Provide written recommendations to the EMS Chief and/or CDC Manager for remedial or disciplinary action against EMTs and Emergency Communication Specialists as appropriate;
    - v. Regular review of system compliance with federal, State, and local laws and regulations;

- vi. Review and provide recommendations for accountability for the LAPD CDC medical care policies which may include review of the medical decisions and pre-arrival instructions rendered by CDC personnel;
  - vii. Review of LAPD CDC system evaluations and quality improvement processes used by the LAPD CDC;
  - viii. Review and approval of LAPD CDC medical control policies of the priority reference system;
  - ix. Follow guidelines developed in collaboration with the EMS Chief and EMS Training Captain, approve newly licensed EMTs to provide emergency care. This may include evaluating skills, performance, and interviewing providers with the EMS Chief and EMS Training Captain;
  - x. Share current research and information appropriate to the delivery of quality service with LAFD EMS and LAPD CDC providers at periodic meetings;
  - xi. Provide guidance to LAFD EMS to ensure the qualifications of EMS personnel involved in patient care are maintained;
  - xii. Meet with the EMS Training Captain monthly or as needed, as determined by both parties, to review training issues or issues identified through feedback submitted to Contractor or County; and
  - xiii. Utilize current Electronic Patient Care Reporting QA and Quality Management ("QM") software to conduct and communicate QA as directed by the EMS Chief and EMS Training Captain.
- g. Provide verbal and written advice and recommendations to LAFD regarding issues of employee performance on EMS-related activities and licensure of emergency medical personnel.
  - h. Provide verbal and written advice and recommendations to LAPD regarding issues of employee performance on EMD-related activities and licensure of emergency medical dispatchers.
  - i. Provide medical oversight and recommendations to LAFD on EMS training programs. Work closely with the EMS Training Captain to help develop and deliver EMS training modules to enhance the quality of patient care.
  - j. Provide medical oversight and recommendations to LAPD on EMD training programs. Work closely with the LAPD CDC Training Coordinator to help develop and deliver EMS training modules to enhance the quality of patient care.
  - k. Conduct EMS training activities during times and locations coordinated with the EMS Division Chief or EMS Training Captain, as further described herein under Section 3 Deliverables.
  - l. Participate in EMD training activities during times and locations coordinated with the CDC Manager, as further described herein under Section 3 Deliverables.
  - m. Be available by phone or electronic device within eight (8) hours of contact by County. The EMS Division Chief and CDC Manager must be notified in advance if Contractor will be unavailable for more than 8 hours.

- n. Assist with performance improvement programs for LAFD and LAPD CDC.
- o. Attend at least three out of four quarterly LAPD CDC Oversight Committee (“Committee”) meetings annually, provide input and recommendations to the Committee, and review policies and procedures put forth by the Committee when requested by County.
- p. Will provide Medical Control for all LAFD EMTs during their assignment to wildland fires provided the EMTs are assigned as New Mexico State Resource Mobilization Plan resources, the wildland assignment is authorized by LAFD and the EMTs are assigned as on-duty personnel. EMTs will adhere to LAFD protocols. EMS personnel deployed nationally (outside of New Mexico) will be supported by LAFD Medical Control.

2. **County Responsibilities.** County will:

- a. Assure that Contractor has appropriate access to County staff as needed.
- b. Assure that Contractor has access to run reports, medical records, dispatch logs, and other documents and County systems as needed to fulfill the obligations of this Agreement.
- c. Assist Contractor in accessing data from County QA systems (currently ESO®) required for the preparation of EMS and EMD documents and reports.
- d. Enforce appropriate employee remedial training as requested.
- e. Assure that LAFD EMS and LAPD CDC providers practice only under the medical direction of the Contractor using approved protocols.
- f. Assure that LAFD EMS providers practice within the scope of practice defined by NMAC 7.27.11 and 7.27.3.
- g. Assure that actions are taken to correct deficiencies identified through the Continuous Quality Improvement Program and to correct identified County violations of federal, State, or local laws or regulations.

3. **Deliverables.**

- a. Training:
  - i. Conduct, at a minimum, three (3) hours of EMS training each quarter for each shift (three rotating shifts A, B, and C) and conduct, at a minimum, three (3) hours of EMD training each quarter and provide additional training sessions for both as requested by County.
  - ii. Training scheduling is flexible and may be conducted as either in-person on-site or live-virtual training as determined by the County’s EMS Training Captain for EMS training or CDC Manager for EMD training. **Offerors are asked to propose training fees for both training methods and to build all travel costs for in-person onsite training into the training fee proposed.** “Quarterly” is defined as follows:
    - 1. Quarter 1: January - March
    - 2. Quarter 2: April – June
    - 3. Quarter 3: July – September
    - 4. Quarter 4: October – December
- b. EMS QA Reviews: Contractor will conduct QA as required for incidents as requested by the EMS Chief or EMS Training Captain.
- c. EMD Reviews: Contractor will conduct QA as required for incidents as requested by the CDC Manager or the CDC Training Coordinator.

- d. EMS Training Captain QA Monthly Meeting: Contractor will meet with the EMS Training Captain or designee, at least monthly, or more frequently if requested by County, to review QA and training issues, review steps being taken to address issues, and evaluate follow up action and completion of identified corrective actions. Meetings may be held either virtually or on-site as determined by the EMS Training Captain and will occur during County's normal business hours Monday through Friday 8:00 a.m. to 5:00 p.m. at dates and times agreed-upon by both parties. County may, at County's sole option, cancel, defer, or reschedule monthly meetings.
- e. CDC Manager Monthly Meetings and QA/EMD Review Meetings: Contractor will meet with the CDC Manager or designee, at least monthly, or more frequently if requested by County, to review QA and training issues, review steps being taken to address issues, and evaluate follow up action and completion of identified corrective actions. Meetings may be held either virtually or on-site as determined by the CDC Manager and will occur during County's normal business hours Monday through Friday 8:00 a.m. to 5:00 p.m. at dates and times agreed-upon by both parties. County may, at County's sole option, cancel, defer, or reschedule monthly meetings.
- f. Contractor will attend at least three quarterly Committee meetings as further described in Section 1.n of the Scope of Services.
- g. Contractor will submit monthly invoices to the EMS Division Chief outlining the services provided in the preceding month no later than the 15<sup>th</sup> of each month.
- h. Contractor will provide written documentation of medical audits to the EMS Division Chief, EMS Training Captain, and EMS providers within the EHR QA/QM software (currently ESO®).
- i. Contractor will conduct chart medical audit as defined by NMAC 7.27.3.

#### 4. Qualifications.

- a. Contractor must possess all federal, state, and local required qualifications to provide the services described herein throughout the term of an Agreement. **It is expected that Offerors have knowledge of and possess all qualifications required to perform the Services described herein.** Contractor must meet the following minimum qualifications, and any other qualifications required by law, at the time of proposal submission and throughout the term of an agreement. County reserves the right to request further proof of and to independently verify Offeror's qualifications, whether explicitly stated herein or otherwise required by law:
  - i. Must be a licensed physician in accordance with NMAC 7.27.3 Medical Direction for Emergency Medical Services.
  - ii. Active medical staff privileges at a hospital in New Mexico as an emergency department physician; and
  - iii. Must meet all mandatory qualifications of a medical director pursuant to Department of Health NMAC 7.27.3 and 18 NMAC 4.2(12.3.2). NMAC 7.27.3 Medical Direction for Emergency Medical Services and NMAC 18.3.14 Transportation and Highways Motor Carrier General Provisions Ambulance Services).
- b. Should Contractor's staff assigned to perform services under an agreement change throughout the term of the agreement, Contractor will notify County in writing within ten (10) business days of the staffing change and will provide written proof that new assigned



staff possess all required licenses and qualifications to perform services under the agreement. Any replacement in provider will require provision of a valid physician license for the new provider and is subject to approval at the County's sole option.

## **PROPOSAL REVIEW AND EVALUATION**

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.

For proposals that qualify for Preference, the following procedure will apply; the total evaluation score with or without the cost factor of each proposal received from a qualifying offeror shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:(1) Local business; (2) Resident business.

The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

## **AWARD OF SOLICITATION**

Following award of the solicitation by County Council, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit A. Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County, as a governmental entity is subject to certain laws and prohibitions and may, but is not required to, negotiate changes in contract terms and provisions, but will not agree to language that is in violation of the law. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

## **OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES**

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

## **ILLEGAL ACTS**

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

## **CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

An Offeror is requested to complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit B, and submit with the proposal; if this exhibit is not included with the proposal, it must be provided prior to the evaluations of the received proposals, otherwise the Offeror's proposal will not be considered. This Form serves as a warrant of the Offeror's responsibility and may not necessarily preclude the Offeror from consideration for award.

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

A Campaign Contribution Disclosure Form is attached as Exhibit C. The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico prior to County's obligation to pay for the Services.

**VERIFICATION OF AUTHORIZED OFFEROR**

A Verification of Authorized Offeror Form is attached as Exhibit D. The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

**PROPOSAL FORMAT**

1. Offerors should submit a Proposal to the County in the format described below. Information provided in the Proposal may be used in the contract between the successful Offeror and the County.
2. To facilitate the review process, County’s preference, though not a requirement, is that Proposals be in 8.5X11 inch format; that they not exceed fifty (50) pages, not including Exhibits or attachments; and that marketing materials included not exceed ten (10) pages of materials. Proposal documents submitted electronically should be submitted in PDF format.
3. Proposals should include, but need not be limited to, the following components (in addition to the Exhibits, attachments, and marketing materials) as identified below. For uniformity in the Proposal review process, please sequence Proposals as shown below using the same header names as below. When responding to items from the Scope of Services, restate the requirement from the Scope of Services before providing your response so that it is clear which item Offeror is addressing. Additional information may be included by Offerors in attachments, provided that Proposals include and address, in the sequence requested, the elements requested in the Proposal Format and Scope of Services.
4. Offerors are encouraged to attend the scheduled virtual pre-proposal meeting and are expected to submit in writing, **PRIOR TO THE RFP CLOSING DATE**, any questions or requested clarification necessary for Offerors to provide a complete response with all Proposal Response Components and pricing included. Offerors are asked to refrain from including in Proposals statements such as “more information available upon request,” “pricing to be determined based on statement of work,” “pricing to be determined based on County need,” or other similar statements. If more information or clarification is needed from County for Offerors to provide all the Proposal Response Components requested and all pricing, Offerors may request such information **PRIOR TO RFP CLOSING** so that County can provide answers and clarification via Addenda to all potential Offerors. This should in no way be construed to conflict with County’s right to hold interviews and discussions for clarification with Offerors as described herein under Proposal Review and Evaluation.
5. Responses to the RFP should include the following Proposal Response Components:

**Proposal Response Components**

Proposal Sec. #	Proposal Section Title	Submission Information
1	Cover Sheet	<ol style="list-style-type: none"> <li>1. Provide the full legal name of the Contractor who will execute the contract.</li> <li>2. Reference the RFP number and name.</li> </ol>
2	Cover Letter	<ol style="list-style-type: none"> <li>1. Size of company or organization.</li> <li>2. Length of time in business.</li> <li>3. Include a brief summary of qualifications and a narrative description of the characteristics that set the company apart such as unique examples of service or added value, and any recognition or endorsements received.</li> </ol>

Proposal Sec. #	Proposal Section Title	Submission Information
3	Executive Summary	Provide a clear, concise overview of the proposal demonstrating a clear understanding of the Services requested.
4	References	<ol style="list-style-type: none"> <li>1. Reference information provided in Offeror's Proposal will be used for evaluation purposes. County may, at County's sole option contact some or all references to verify any information provided and to request that references provide additional information.</li> <li>2. A minimum of three references from past or current customers with whom the Offeror has had a similar engagement within the last five-year period is preferred.</li> <li>3. References should include <ol style="list-style-type: none"> <li>a. company name,</li> <li>b. address,</li> <li>c. contact name,</li> <li>d. position,</li> <li>e. telephone number,</li> <li>f. e-mail address,</li> <li>g. the period during which services were provided (i.e., start and end date of Services), and</li> <li>h. a description of the services provided.</li> </ol> </li> <li>4. Provide written feedback or letters of recommendation, if available, from references. Additional points will be given to Offerors who can provide this written feedback with their Proposal.</li> </ol>
5	Disclosure of Publicly Available Medical Malpractice Claims or Pending Complaints	Offerors are asked to disclose any pending medical malpractice claims or pending complaints that are publicly available. If none exist, please affirm by stating so in Offeror's Proposal.
6	Ability to Provide the Scope of Services (6.a – 6.d.as described below)	Offeror's Proposal should clearly demonstrate and affirm Offeror's ability to provide the Services described in the Scope of Services. Offerors should provide in sections 6.a. – 6.e. below a clear narrative, provide any information specifically requested in the Scope of Services and are expected to identify in their Proposal any modifications to the proposed Scope of Services that may be deemed necessary or might aid in successfully implementing and delivering Services
6.a	<i>Scope Section 1. Provider Services</i>	Describe Offeror's ability to provide the Scope of Services described in this section of the RFP
6.b	<i>Scope Section 2. County Responsibilities</i>	Acknowledge County's responsibilities described in this section and propose any necessary modifications to County's Responsibilities.

Proposal Sec. #	Proposal Section Title	Submission Information
6.c	Scope Section 3. Deliverables	Acknowledge anticipated deliverables described in this section and propose any necessary modifications to the anticipated deliverables.
6.d	Scope Section 4. Qualifications and Experience of Proposed Staff and Valid Licenses, Permits, Trainings and Certifications	<ol style="list-style-type: none"> <li>1. Using Exhibit F, provide the requested qualification information for all proposed staff who may be assigned to perform services under an agreement.</li> <li>2. In addition to the information provided in Exhibit F, describe the process for notification to and approval by County should assigned staff changes occur throughout the term of an agreement and affirm Offeror's ability to maintain qualified staff throughout the term of an agreement.</li> <li>3. Offerors should describe all additional applicable pertinent licenses, permits, bonds, registrations and/or certificates they possess to carry out the Services required in the State of New Mexico. <b>It is expected that Offerors have knowledge of and possess all qualifications required to perform the Services described herein.</b></li> <li>4. Provide a copy of the physicians license for any physician who will provide services.</li> </ol>
7	Exhibit E - Cost Proposal	<ol style="list-style-type: none"> <li>1. Provide Total Costs Proposed for all years of an agreement using Exhibit H - Cost Summary Sheet.</li> <li>2. <i>Please note that the County Code of Ordinances, Sec. 31-111 – Types of Contracts states the following: "Subject to the limitations of this section, any type of contract which is appropriate to the procurement, and which will promote the best interests of the county will be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited."</i></li> <li>3. Provide costs for all services, including optional services, for all potential seven (7) years of the term of the agreement up to seven (7) years. Offerors may propose annual cost escalators for future years of the agreement. The County will consider but is under no obligation to accept future year unit prices based on a specified dollar amount, a percentage, or some other formula (e.g., a specific Consumer Price Index.) If Offerors are unable to propose pricing for seven (7) years, please propose pricing for each year of a potential agreement for however many years Offeror chooses to propose. Offerors must provide a minimum proposal of three (3) years. <b>Those who cannot provide a minimum proposal of three (3) years will be considered non-responsive.</b> Offerors should note that the ability to provide services and pricing for a seven</li> </ol>

Proposal Sec. #	Proposal Section Title	Submission Information
		<p>(7)-year contract term is scored evaluation criterion. The County, at its sole discretion, reserves the right to accept any given proposed fee.</p> <p>4. Describe costs for any reimbursable or direct costs, if any, including travel costs. <b>County's preference is that all reimbursable costs for travel and direct costs be rolled into proposed rates and service fees or that those are absorbed by Offeror.</b> However, County may consider Proposals where reimbursable or direct costs are passed through to County. Reimbursable or direct costs, including promotional items and other similar materials purchased by Offeror in the performance of Services under the Contract, that have been pre-authorized by the County, may be billed at actual cost to the County with a copy of the invoice from Offeror's supplier, and with a proposed administrative invoice processing fee.</p>
8	<p>Submission of County's Standard Sample Services Agreement with Deviations or Exceptions Noted or Acknowledgment of no Deviations</p>	<ol style="list-style-type: none"> <li>1. Offeror should note any deviations or exceptions to Exhibit A in Offeror's response. Provide the original language with the County's standard terms and any suggested edits or acknowledge that Offeror has no deviations or exceptions.</li> <li>2. Offerors should provide with their Proposal any of their own standard contractual terms or provisions the County will be asked to consider if Offeror is selected for award. Offerors should note if their own standard contractual terms or provisions conflict with those provisions provided in Exhibit A, and should provide any suggested edits to Exhibit A.</li> <li>3. The County may consider, but is under no obligation to accept, any of Offeror's contractual terms or provisions included in Offeror's Proposal.</li> </ol>
9	<p>Exhibits B – D - Documents to Submit with Proposals</p>	<p>In addition to all other components requested in the Proposal Format and Scope of Services section, submitted Proposals should include, but may not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Exhibit B: Certification Regarding Debarment, Suspension, and other Responsibility Matters</li> <li>• Exhibit C: Campaign Contribution Disclosure Form</li> <li>• Exhibit D: Verification of Authorized Offeror</li> </ul>

**PROPOSAL EVALUATION CRITERIA:** As described and/or demonstrated in the RFP response.

	<b>Criteria</b>	<b>Weighted Points</b>
<b>1</b>	References <ul style="list-style-type: none"> <li>• Up to three (3) points for satisfactory basic references provided.</li> <li>• Up to five (5) points if references include satisfactory written feedback or letters of recommendation from references.</li> </ul>	<b>5</b>
<b>2</b>	<b>Ability to Provide the Scope of Services</b>	
<b>2.a</b>	Scope Section 1. Provider Services	<b>30</b>
<b>2.b</b>	Scope Section 2. Acknowledgement of or Proposed Modifications to County Responsibilities	<b>5</b>
<b>2.c</b>	Scope Section 3. Deliverables	<b>10</b>
<b>2.d</b>	Scope Section 4. Qualifications and Experience of Proposed Staff and Valid Licenses, Permits, Trainings and Certifications	<b>20</b>
<b>3.a</b>	Ability to Provide Services and Pricing for a Full Seven (7) Year Agreement Term <ul style="list-style-type: none"> <li>• Seven (7) Years = 5 points</li> <li>• Three (3) to Six (6) Years = 2 points</li> <li>• Less than Three (3) Years = Non-Responsive</li> </ul>	<b>5</b>
<b>3.b</b>	Cost Proposal Exhibit E	<b>15</b>
	<b>Total Score</b>	<b>100</b>



Exhibit A  
SAMPLE SERVICES AGREEMENT  
RFP NO: 24-33

RFP Name: Medical Director Services for Los Alamos Fire Department

*\*Offerors should note any deviations or exceptions to Exhibit A in Offeror's response. Provide the original language with the County's standard terms and any suggested edits or acknowledge that Offeror has no deviations or exceptions.*

AGRXX-XX



**INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), to be effective for all purposes \_\_\_\_\_, 202X ("Effective Date"). [Alternate: to be effective on the date of last signature]

**WHEREAS, [FOP RFP'S]** -- the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 2X-XX ("RFP") on \_\_\_\_\_, requesting proposals for \_\_\_\_\_, as described in the RFP **[FOR SMALL PSA'S]** -- procurement of the Services was made in accordance with Los Alamos Procurement Code Sec. 31-103 Small Purchases. **[FOR SOLE SOURCE PROCUREMENTS]** -- the County Purchasing Officer determined in writing, after conducting a good faith review of available sources, that there is only one source for the Services; and

**[FOR RFP'S ONLY]** -- **WHEREAS**, Contractor timely responded to the RFP by submitting a response dated \_\_\_\_\_ ("Contractor's Response"); and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**[FOR CONTRACTS MORE THAN \$200,000.00]** -- **WHEREAS**, the County Council approved this Agreement at a public meeting held on \_\_\_\_\_; and

**[FOR CONTRACTS MORE THAN \$50,000.00]** -- **WHEREAS**, the Board of Public Utilities approved this Agreement at a public meeting held on \_\_\_\_\_; and

**WHEREAS**, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES:**

**SECTION B. TERM:** The term of this Agreement shall commence \_\_\_\_\_ and shall continue through \_\_\_\_\_, unless sooner terminated, as provided herein. At County's sole option, the [County Manager/County Utilities Manager] may renew this Agreement for up to \_\_\_\_\_ (\_\_\_\_) consecutive one-year period(s), unless sooner terminated, as provided therein.

**SECTION C. COMPENSATION:**

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized *[monthly or per the completion of the Project Phase/Task]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold

harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.
5. **Medical Malpractice Insurance:** TWO MILLION DOLLARS (\$2,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate. If the policy is written on a Claims Made form, an additional three (3) year Extended Reporting Period Endorsement shall be required.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. DUTY TO ABIDE:** Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

**SECTION M. CHOICE OF LAW:** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

**SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:** County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

**SECTION O. WAIVER OF JURY TRIAL:** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION P. INDEMNITY:** Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

**SECTION Q. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION R. NON-ASSIGNMENT:** Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the [County Manager/County Utilities Manager].

**SECTION S. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION T. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit,

demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION U. TERMINATION:**

- 1. Generally.** The [County Manager/County Utilities Manager] may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION V. NOTICE:** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:	Contractor:
Project Manager	
Incorporated County of Los Alamos	
Address	
Los Alamos, New Mexico 87544	

With a copy to:  
County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544

**SECTION W. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

**SECTION X. NO IMPLIED WAIVERS:** The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

**SECTION Y. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

**SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit "X." Contractor must submit this form with this Agreement, if applicable.

OR

**SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION AB. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**SECTION AC. CONFIDENTIAL INFORMATION:** Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit "X." The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

**SECTION AD. NEGOTIATED TERMS:** This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_  
**STEVEN LYNNE** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

\_\_\_\_\_, A \_\_\_\_\_  
**CORPORATION**

**BY:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **DATE**  
**TITLE:** \_\_\_\_\_

**SAMPLE AGRXX-XXX**  
**Exhibit X**  
**Confidential Information Disclosure Statement**

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement (“Statement”) defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

**Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

**County:** \_\_\_\_\_  
\_\_\_\_\_  
Los Alamos, New Mexico 87544

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient’s possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser’s prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

Exhibit B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS  
RFP NO: 24-33**

**RFP Name: Medical Director Services for Los Alamos Fire Department**

**\*This document should be returned with RFP submittal.\***

- (1) I or We, \_\_\_\_\_ (the "Offeror/Bidder") hereby certify to the best of our knowledge and belief that neither the Offeror/Bidder nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency; and
  - (b) have, within a 3-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property; and
  - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) are not current or former County employees. If an Offeror/Bidder is a current or former county employee, Offeror/Bidder shall provide additional information as described in paragraph (2) of this certification; and
  - (e) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code; and
  - (f) have within a 3-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Offeror/Bidder from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the Offeror's/Bidders proposal or bid or rescinding of a contract award.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title



**Exhibit C**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**RFP NO: 24-33**

**RFP Name: Medical Director Services for Los Alamos Fire Department**

**\*This document should be returned with RFP submittal.\***

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective 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 FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM 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 things 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 either 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.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family member”** means a 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.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective contractor”** means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Theresa Cull; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryti.)

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>			
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	<b>CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	<b>NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## Exhibit D

### VERIFICATION OF AUTHORIZED OFFEROR

RFP NO: 24-33

RFP Name: Medical Director Services for Los Alamos Fire Department

**\*This document should be returned with RFP submittal.\***

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business;
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.

(f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:

- (1) To requests for qualifications;
- (2) To any purchase of goods or services in excess of \$500,000.00;
- (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
- (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference?

YES       NO

By answering "yes," the bidder or offeror is submitting a written request for preference.

A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

\_\_\_\_\_/\_\_\_\_\_  
Signature and Printed Name of Authorized Offeror Title

\_\_\_\_\_  
Organization's Legal Name State of Incorporation

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Mailing Address City      State      Zip Code

\_\_\_\_\_  
Physical Address City      State      Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Federal Tax I.D. # NM CRS # (if located in-state)

\_\_\_\_\_  
Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- Small Business
- Woman-owned Business
- Minority-owned Business

**Exhibit E  
COST SUMMARY SHEET  
RFP NO: 24-33**

**RFP Name: Medical Director Services for Los Alamos Fire Department**

**\*This attachment shall be returned with the RFP submittal.\***

Offeror (Company Name): \_\_\_\_\_

Provide costs for all services, including optional services, for up to (7) years of the term of an agreement. Offerors may propose annual cost escalators for future years of the agreement. The County will consider but is under no obligation to accept future year unit prices based on a specified dollar amount, a percentage, or some other formula (e.g., a specific Consumer Price Index.) If Offerors are unable to propose pricing for seven (7) years, please propose pricing for each year of a potential agreement for however many years Offeror chooses to propose. Offerors must provide a minimum proposal of three (3) years. Offerors should note that the ability to provide services and pricing for a seven (7)-year contract term is scored evaluation criterion. **Offerors who cannot offer a minimum proposal of three (3) years will be considered non-responsive.** The County, at its sole discretion, reserves the right to accept any given proposed fee.

**If more space is needed, please add more lines or include additional pages in the Proposal.**

COST CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>Hourly Rate(s)</b> – Provide the title and hourly rates per person.							
<b>Other Fees</b> – Describe and provide costs for all other Required fees.							
<b>Optional Services and Fees</b> – Describe and provide costs for all other optional services Offeror may propose to provide.							
<b>Reimbursable and Direct Costs</b> – <b>County’s preference is that all reimbursable costs for travel and direct costs be rolled into proposed rates and service fees or that those are absorbed by Offeror.</b> However, County may consider Proposals where reimbursable or direct costs are passed through to County. Describe any proposed reimbursable and direct costs, including travel costs. Reimbursable or direct costs, purchased by Offeror in the performance of Services under the Contract, that have been pre-authorized by the							

County, may be billed at actual cost to the County with a copy of the invoice from Offeror's supplier, and with a proposed administrative invoice processing fee.

**Travel Guidelines (if applicable):**

Travel expenses not rolled into proposed rates will be charged at actual cost, unless otherwise Proposed in Contractor's RFP response and agreed to by County. Copies of all travel expenses must accompany invoices submitted to County and will include only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem daily;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and unreimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

**Exhibit F**  
**Qualifications and Experience of Proposed Staff and Valid Licenses, Permits, Trainings and**  
**Certifications**  
**RFP NO: 24-33**

**RFP Name: Medical Director Services for Los Alamos Fire Department**

**\*This attachment shall be returned with the RFP submittal.\***

Provide the requested information for all proposed staff who may be assigned to perform services under an agreement. Provide a separate page for each individual. If more space is needed, please include additional pages in the Proposal.

<b>Title</b>	
<b>Name</b>	
<b>No. of Years of Experience Providing Similar Services</b>	
<b>Description of Experience</b>	
<p>Contractor must possess all federal, state, and local required qualifications to provide the services described herein throughout the term of an Agreement. <b>It is expected that Offerors have knowledge of and possess all qualifications required to perform the Services described herein.</b> Contractor must meet the following minimum qualifications, and any other qualifications required by law, at the time of proposal submission and throughout the term of an agreement. County reserves the right to request further proof of and to independently verify Offeror's qualifications, whether explicitly stated herein or otherwise required by law.</p>	<b>Affirmed YES OR NO</b>

<b>Affirm Offeror's Qualifications</b>	
Must be a licensed physician in accordance with NMAC 7.27.3 Medical Direction for Emergency Medical Services.	
Active medical staff privileges at a hospital in New Mexico as an emergency department physician	
Must meet all qualifications of a medical director pursuant to Department of Health NMAC 7.27.3 and 18 NMAC 4.2(12.3.2). NMAC 7.27.3 Medical Direction for Emergency Medical Services and NMAC 18.3.14 Transportation and Highways Motor Carrier General Provisions Ambulance Services).	
<b>Additional Qualifications, Experience, Licenses, etc.</b>	
Please describe any other relevant qualifications, experience, training, certifications, or licenses this individual possesses.	