

**COUNTY OF MCKINLEY**  
207 W. Hill Ave.  
**GALLUP, NM 87301**  
(505) 722-3868  
FAX (505) 863-6362



**MEDICAL SERVICES FOR MCKINLEY COUNTY**

**RFP NO. 2011-26**

**Proposal Deadline: Tuesday January 31, 2012 2 p.m. Mountain Standard Time**

**PROCUREMENT BUYER: Hugo G. Cano**

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## NOTICE OF REQUEST FOR PROPOSALS

Qualifications-based competitive sealed proposals will be received by McKinley County, 207 W. Hill Ave., Gallup, New Mexico 87301 for **Medical Services for McKinley County**, RFP No. #2011-26, until Tuesday, January 31, 2012 2:00 p.m. local prevailing time. Copies of the Request for Proposals can be obtained in person at the Office of the Manager at 207 West Hill, Gallup, NM 87301 or will be mailed upon written or e-mailed upon telephone request to Hugo G. Cano, at (505) 722-3868, e-mail at [hcano@co.mckinley.nm.us](mailto:hcano@co.mckinley.nm.us) McKinley County reserves the right to accept or reject any or all proposals and to waive all formalities. **The Procurement Code, Sections 13-1-28 Through 13-1-199, NMSA, 1978 imposes civil and criminal penalties for code violations. In addition the New Mexico criminal statutes impose felony/penalties for illegal bribes, gratuities and kickbacks.**

**DATED this 10th day of January 2012 BY: /s/ David R. Dallago**  
Chairperson, Board of Commissioners

**PUBLISHED: Saturday, January 14<sup>th</sup>, 2012 The Gallup Independent**

**PROPOSAL REVIEW SCHEDULE**

- 1. ADVERTISEMENT ..... January 14, 2012
- 2. ISSUANCE OF PROPOSAL PACKET ..... January 13, 2012
- 3. PROPOSAL SUBMITTAL DEADLINE ..... January 31, 2012
- 4. EVALUATION OF PROPOSALS ..... TBD
- 5. RECOMMENDATION OF AWARD ..... TBD
- 6. EXECUTION OF AGREEMENT AND  
NOTICE TO PROCEED ..... TBD

**DATES AFTER THE PROPOSAL DEADLINE ARE TENTATIVE  
AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

**SECTION 1 GENERAL INFORMATION****GENERAL INFORMATION/PROJECT DESCRIPTION**

The County of McKinley is soliciting Request for Proposals (RFP's) No. 2011-26 for Medical Services for McKinley County for Fiscal Year 2012. We are requesting that you prepare a brief response based on the Request for Proposal and accompanying information. The proposal should address your interest to satisfy the County's objectives established for this effort. The proposal should also clearly demonstrate your capability to achieve the scope of work. It is, therefore, important that you list all key individuals that you would assign to the project and define an approach that would be used to compliment this service. This RFP was prepared in accordance with current state procurement statutes. Careful review of the RFP is highly recommended to ensure a responsive submittal.

In order to adequately supply the committee members involved in reviewing the RFP's and making the selection, we are requesting **one (1) original and three (3) copies** of the RFP to be submitted. **Submit one (1) original fee estimate under separate sealed cover on your firm's letterhead and mark it "Fee Estimate."** Make certain you address all items requested to ensure a responsive submittal.

The Support Services staff feels this format for an RFP is objective and represents a comprehensive and fair system for evaluation of your submittals. Should you require further information, please feel free to contact the Support Services at 505-722-3868.

**NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.**

**SECTION 2 SCOPE OF WORK****1. INTRODUCTION**

The County of McKinley is issuing a Request for Proposal (RFP) for the services of a licensed physician or other medical practitioner to perform annual individual physical examinations for 200-275 current and new employees and render medical treatment for on-the-job injuries covered under workers compensation and to administer the Hepatitis B shots.

If you have the experience and are interested in providing these special services, please submit a proposal for this work based on the information presented in the RFP.

The County reserves the right to reject any or all proposals and to waive any technicalities when it is in the best interest of the County in accordance with Section 13-1-133, Procurement Code, NMSA 1978, 1984 supplement.

**2. GENERAL INFORMATION**

**SCHEDULE:** The successful contractor will begin accepting referrals for medical treatment of on-the-job injuries and for individual physical examinations beginning upon award; and, subject to budgetary constraints, will continue from July 1st, 2012 through June 30th, 2013 with an additional three (3) year extension with the same terms and conditions. Employee physical examinations will be scheduled at the convenience of the elected official, in coordination with the provider. Hepatitis B shots may be given as needed.

**CONTRACT TYPE:** The contract will be a standard form of agreement for services including the cost per physical examination and for general office visits for a twelve month period. McKinley County shall have the option to renew the contract for an additional three (3) year period based on the same terms and conditions.

Proposal must demonstrate licensure or accreditation to practice in the State of New Mexico.

If additional information is required, please contact Mrs. Dezirie Gomez, Personnel Officer, at 722-3868, Ext 1012.

**3. OBJECTIVE AND SCOPE OF SERVICES**

The physician or medical practitioner will be required to provide the following services:

**A. PHYSICAL EXAMINATIONS**

Perform individual annual physical examinations on approximately 200 to 275 current and new employees on the forms to be provided (Attachment A, B, C and D) attached and return report with fitness for duty determination, recommendations for any required follow-up treatment for medical conditions which require further diagnostic or specialty care, and when appropriate certificate of pre-existing physical impairment to the Personnel Officer;

Employee physical examinations to include, but not be limited to, the following scope of services:

(1) High Risk (male/female): \*Sheriff's Department, Heavy Equipment Operator's, EMT's, and other specifically identified positions:

- Exam
- Snellen Eye Exam
- Hearing Screen
- TB Test
- Hematocrit (for anemia)
- CBC & Differential
- Dipstick Urinalysis
- STS/RPR (Syphilis test)
- Electrocardiogram (EKG)
- Stress Test (\*Sheriff's Dept. Only) (Test to be determined by McKinley County)

First time law enforcement officers will require a "Report of Medical History" form for the New Mexico Law Enforcement Academy (Attachment B); Road Department personnel who operate heavy equipment will require the "Physical Examination Form" to obtain a commercial driver's license (Attachment C).

(2) Non-High Risk (male/female): all other employees

- Exam
- Snellen Eye Exam
- Hearing Screen
- TB Test
- Hematocrit (for anemia)
- CBC & Differential
- Dipstick Urinalysis
- STS/RPR (syphilis test)
- SMA-20

(3) Optional test procedure at time of physical examinations:

- Diphtheria Tetanus Booster (if required)
- Pap Smear (for women) if not recent PAP
- Pneumonia Vaccine for employees age 60 and above, smokers
- AIDS Screen (when requested by employee)

#### **B. Fitness for Duty Examinations**

Perform physical examination on current employees if requested by the elected official or office supervisor to ascertain fitness to perform required duties;

#### **C. On-the-job Injuries**

Render medical treatment to employees for on-the-job injuries. When life or limb threatening injuries occur, employees will be taken immediately to the nearest emergency facility.

- a. Accessibility to physician for on-the-job injuries must be within twenty-four (24) hours from time of notification.
- b. Provide letter of referral to employee with a copy to the Personnel Officer for medical conditions resulting from on-the-job injuries which requires further diagnostic or specialty care.

#### **D. Hepatitis B Shots**

Administer, if needed, Hepatitis B shots to certified Law Enforcement Officers, Transport Officers, and other specifically identified personnel.

#### **4. FEE ESTIMATE**

Proposer shall indicate cost per high-risk physical examination per employee and cost per low risk physical examination per employee, to include all test procedures listed. Also, cost for general office visit; per office visit for on-the-job injuries, and cost for Hepatitis B shots. The contractor's invoice shall be submitted in original, and shall contain the following information: Employee (s) name, date of service, type of service, department and amount.

**IMPORTANT NOTE: The fee estimate shall be submitted under separate cover and separate sealed container from the general proposal.** The County intends to evaluate the proposals on the merit of the services provided and background information. Proposals, which, after discussion and submission of additional clarification and/or supplementary information are determined to meet the specifications of the Request for Proposal, will be classified as "acceptable". Proposals found not to be acceptable will be classified, as "unacceptable" and no further discussion concerning it will be conducted. Offerors whose proposals rank the highest may be requested to meet with the County to discuss the technical aspects of their proposal. A recommendation to the County Commissioners will be made prior to the actual award of the contract.

**SECTION 3 EVALUATION CRITERIA**

**3.1 CRITERIA AND POINT VALUES**

3.1.1 Proposals must address each of the following criteria. Each proposal may be awarded percentage point up to the amount listed in parentheses.

|   | <u>Suggested Points</u> |
|---|-------------------------|
| <p><b>3.2 MANAGEMENT PLAN AND PROFESSIONAL QUALIFICATIONS</b><br/>                     Qualifications, experience and knowledge by key staff to service McKinley County’s needs. (Project Approach &amp; Services); and, Management team; Technical approach to project.</p>  | <b>[30]</b>             |
| <p><b>3.3 PAST PERFORMANCE RELATED EXPERIENCE AND FAMILIARITY WITH MEDICAL SERVICES (Similar Performance on Similar Jobs);</b> Budget and schedule data; If available, performance quality and overall customer satisfaction; Compliance with applicable laws and regulations.</p>  | <b>[25]</b>             |
| <p><b>3.4 PROJECT STAFFING/CRAFT LABOR CAPABILITIES SERVICE BEST SUITED FORTHE NEEDS OF MCKINLEY COUNTY:</b><br/>                     The ability to provide and complete the scope of work in a timely manner. Service to McKinley County and response time. (Qualification &amp; Expertise of Assigned Staff with Similar Projects)Participation in skill training; and, Reliable staffing sources/project staffing</p> | <b>[20]</b>             |
| <p><b>3.5 SCOPE OF SERVICES AND REFERENCE QUALIFICATIONS;</b><br/>                     Submission of three (3) references with name, address, telephone number, and Point of Contact for which firm has provided medical services within the preceding 24 months regarding firm’s service, and billing.</p>   | <b>[20]</b>             |
| <p><b>3.6 PROPOSAL SUBMITTAL FORMAT</b><br/>                     Described in section 4.3</p>   | <b>[ 5 ]</b>            |
| <p><b>TOTAL POSSIBLE POINTS</b></p>   | <b>[100]</b>            |

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**SECTION 4 INSTRUCTIONS TO OFFERORS****NOTICE TO PROPOSER****PROPOSAL SUBMITTAL FORMAT SEE SECTIONS 4.3**

Non-compliance shall result in a non-responsive proposal.

**4.1 DEFINITIONS AND TERMS**

- 4.1.1 Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 4.1.2 Consultant:** means the Successful Offeror awarded the Agreement/Contract.
- 4.1.3 Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (13-1-52 NMSA 1978).
- 4.1.4 Offeror:** any person, corporation, or partnership legally licensed to provide professional services in this state, who chooses to submit a proposal in response to this Request for Proposals.
- 4.1.5 Procurement Manager:** means the person or designee authorized by the County of McKinley to manage or administer a procurement requiring the evaluation of proposals.
- 4.1.6 Request For Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (13-1-81 NMSA 1978).
- 4.1.7 Responsible Offeror or Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (13-1-83 NMSA 1978).
- 4.1.8 Responsive Offer or 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 or delivery requirements (13-1-85 NMSA 1978).
- 4.1.9** The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the offeror's proposal.
- 4.1.10** The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

## **4.2 REQUEST FOR PROPOSAL DOCUMENTS**

### **4.2.1 COPIES OF REQUEST FOR PROPOSALS**

- 4.2.1.1** A complete set of the Request for Proposals may be obtained from the County of McKinley as stated in the RFP Notice.
- 4.2.1.2** A complete set of the Request for Proposals shall be used in preparing proposals; the County of McKinley assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- 4.2.1.3** The County of McKinley, in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
- 4.2.1.4** A copy of the RFP shall be made available for public inspection and shall be posted at the Office of the Manager, 3rd Floor, County Courthouse

### **4.2.2 INTERPRETATIONS**

- 4.2.2.1** All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Officer of the County of McKinley in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the County of McKinley having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 4.2.2.2** Offerors should promptly notify the County of McKinley of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

### **4.2.3 ADDENDA**

- 4.2.3.1** Addenda will be mailed, by facsimile or hand delivered to all who are known by the County of McKinley to have received a complete set of Request for Proposals.
- 4.2.3.2** Copies of Addenda will be made available for inspection wherever Request for Proposals are on file for that purpose.
- 4.2.3.3** No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one, which includes postponement of the date for receipt of Proposals.
- 4.2.3.4** Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter.

### 4.3 PROPOSAL SUBMITTAL PROCEDURES

#### 4.3.1 NUMBER, FORM AND STYLE OF PROPOSALS

4.3.1.1 Offerors shall provide one (1) original and three (3) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals. Submit one (1) original fee estimate under separate sealed cover on your firm's letterhead and mark it "Fee Estimate."

4.3.1.2 All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin;

4.3.1.3 All proposals must be a maximum of 25 pages, including title, index, etc., not including front and back covers.

4.3.1.4 The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- 1) Letter of Transmittal, if any;
- 2) Table of Contents
- 3) Copy of Liability and Worker's Compensation Insurance Certificates.
- 4) Response to Professional Technical Qualifications
- 5) Response to Experience with Similar Groups
- 6) Response to Capability of Firm
- 7) Response to Scope of Service
- 8) Response to Proposal Submittal Format
- 9) Any additional pertinent information.

**4.3.1.5 Any Proposal that does not adhere to this format, and which does not address each specification or requirement within the RFP shall be deemed non-responsive and rejected on that basis.**

4.3.1.6 Offeror may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.

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

4.3.1.8 A pre-proposal conference will not be held.

#### 4.3.2 SUBCONSULTANTS

**4.3.2.1** The Offeror shall list and state the qualifications for each Subconsultant the Offeror proposes to use for all subcontracted Work.

**4.3.2.2** The Offeror is specifically advised that any person or other party to whom it is proposed to award as subcontractor under this proposal, must be acceptable to the County of McKinley after verification by the County of McKinley of the current eligibility status, including but not limited to suspension or debarment by the County of McKinley.

#### **4.3.3 PREQUALIFICATION PROCESS**

**4.3.3.1** A business may be pre-qualified by the Purchasing Officer as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such pre-qualified businesses (13-1-134 NMSA 1978). For purposes of this RFP, if pre-qualification is utilized, special instructions will be attached as an exhibit to this RFP.

#### **4.3.4 DEBARRED OR SUSPENDED CONTRACTORS**

**4.3.4.1** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the County of McKinley and shall not be considered for award of the contract during the period for which it is debarred or suspended with the County of McKinley.

#### **4.3.5 SUBMITTAL OF PROPOSALS**

**4.3.5.1** Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope.

**4.3.5.2** The envelope shall be addressed to the Procurement Officer of the County of McKinley. The following information shall be provided on the front lower left corner of the envelope: Project Title, Request for Proposal Number, date of opening, and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation "**SEALED PROPOSAL ENCLOSED**" on the face thereof.

**4.3.5.3** Proposals received after the date and time for receipt of Proposals will be returned unopened.

**4.3.5.4** The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Officer's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Officer or his designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

##### **VIA MAIL**

OFFICE OF THE MANAGER  
COUNTY OF MCKINLEY  
207 WEST HILL  
GALLUP, NM 87301

##### **HAND DELIVERED**

OFFICE OF THE MANAGER  
COUNTY COURTHOUSE, 3RD FLOOR  
207 WEST HILL  
GALLUP, NM 87301

**4.3.5.5** After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, and such other information as may be specified by the Purchasing Officer.

**4.3.5.6** Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

#### **4.3.6 CORRECTION OR WITHDRAWAL OF PROPOSALS**

**4.3.6.1** A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.

**4.3.6.2** Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

#### **4.3.7 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR**

**4.3.7.1** In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state, and local requirements, which are a part of these Request for Proposals.

**4.3.7.2** Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

#### **4.3.8 REJECTION OR CANCELLATION OF PROPOSALS**

**4.3.8.1** This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the County of McKinley. A determination containing the reasons therefore shall be made part of the RFP file (13-1-131 NMSA 1978).

### **4.4. CONSIDERATION OF PROPOSALS**

#### **4.4.1 RECEIPT, OPENING AND RECORDING**

**4.4.1.1** Proposals received on time will be opened publicly or in the presence of two witnesses and the name of the Offeror and address will be read aloud.

**4.4.1.2** The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to

competing Offerors during the negotiation process (13-1-116 NMSA 1978).

#### 4.4.2 PROPOSAL EVALUATION

4.4.2.1 Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:

- 1) acceptable
- 2) potentially acceptable, that is, reasonably assured of being made acceptable, or
- 3) unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).

4.4.2.2 The County of McKinley shall have the right to waive **technical irregularities** in the form of the Proposal of the Offeror, which do not alter the quality of the services (13-1-132 NMSA 1978).

4.4.2.3 If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Procurement Officer. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (13-1-120 NMSA 1978).

4.4.2.4 Selection Process: 13-1-120 NMSA 1978)

- 1) The evaluation of proposals will be performed by an evaluation committee composed of representatives selected by the County of McKinley. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular request and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach and their ability to furnish the required services.
- 2) If fewer than three businesses have submitted a statement of qualifications for a particular RFP, the committee may:
  - a) rank in order of qualifications and submit to the County of McKinley for award those businesses which have submitted a statement of qualifications; or
  - b) recommend termination of the selection process and request of new notices of the proposed procurement to be sent out (13-1-104 NMSA 1978).

#### 4.4.3 NEGOTIATIONS (13-1-122 NMSA 1978)

**4.4.3.1** The County of McKinley's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

**4.4.3.2** Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.

**4.4.3.3** The designee shall then undertake negotiations with the third most qualified business.

**4.4.3.4** Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

**4.4.3.5** The County of McKinley will publicly announce the business selected for award.

#### **4.4.4 NOTICE OF AWARD**

**4.4.4.1** After award by the County of McKinley, a written notice of award shall be issued by the County of McKinley with reasonable promptness (13-1-100 and 13-1-108 NMSA 1978).

#### **4.4.5 CONTRACT TERM:**

**4.4.5.1** The contract period will begin upon award; and, subject to budgetary constraints, will continue from July 1st, 2012 through June 30th, 2013 with an additional three (3) year extension with the same terms and conditions

#### **4.5. POST-PROPOSAL INFORMATION**

##### **4.5.1 PROTESTS**

**4.5.1.1** Any Offeror who is aggrieved in connection with a solicitation or award may protest to the County of McKinley Purchasing Officer in accordance with the requirements of the County of McKinley's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (13-1-172 NMSA 1978).

**4.5.1.2** In the event of a timely protest under this section, the Purchasing Officer and the County of McKinley shall not proceed further with the procurement unless the Purchasing Officer makes a determination that the award is necessary to protect substantial interests of the County of McKinley (13-1-173 NMSA 1978).

**4.5.1.3** The Purchasing Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorney's fees (13-1-174 NMSA 1978).

**4.5.1.4** The Purchasing Officer or his designee shall promptly issue a determination relating to the protest. The determination shall:

- 1) state the reasons for the action taken; and
- 2) inform the Protestant of the right to judicial review of the determination (13-1-183 NMSA 1978).

**4.5.1.5** A copy of the determination issued under 13-1-175 NMSA 1978 shall immediately be mailed to the Protestant and other Offerors involved in the procurement (13-1-176 NMSA 1978).

#### **4.5.2 EXECUTION AND APPROVAL OF AGREEMENT**

**4.5.2.1** The Agreement shall be signed by the Successful Offeror and returned within an agreed upon time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

#### **4.5.3 NOTICE TO PROCEED**

**4.5.3.1** The County of McKinley will issue a written Notice to Proceed to the Offeror.

#### **4.5.4 OFFEROR'S QUALIFICATION STATEMENT**

**4.5.4.1** Offeror to whom award is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (13-1-82 NMSA 1978)

#### **4.6. OTHER INSTRUCTIONS TO OFFERORS (If NONE, write None)**

##### **4.6.1 EQUAL OPPORTUNITY COMPLIANCE/WORKERS' COMPENSATION:**

**4.6.1.1** McKinley County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provisions of services. The Contractor agrees to comply strictly with the policies of County, as well as all Federal and State Laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities Act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a

result of any discriminatory action. 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, the County may terminate this agreement.

**4.6.2 OSHA REQUIREMENTS IN EMPLOYMENT:**

**4.6.2.1** McKinley County shall contract with Companies or Firms whose operators and equipment meet OSHA (Occupational Safety and Health Administration) standards in their field of expertise and shall also comply with the McKinley County Loss Control Manual as if an employee of McKinley County.

**4.6.3 LOCKOUT-TAGOUT POLICY:**

**4.6.3.1** McKinley County has adopted standard procedures for Lockout-Tagout for energy isolating devices. Companies or firms under contract with McKinley County shall provide the County's Safety Officer with their Lockout/Tagout procedures or comply with the County's Lockout/Tagout procedures.

**4.6.4 HAZARDOUS COMMUNICATION PROGRAM:**

**4.6.4.1** McKinley County has adopted standard procedures for the Hazard Communication program otherwise referred to as the: "Right to Know Law", to provide knowledge, warning, protection and other materials. Companies or firms under contract with McKinley County shall provide the County's Safety Officer or his designee, with their "Hazard Communication Program" procedures for comply with the County's Hazard Communication Program procedures.

**4.7.1 COOPERATIVE PROCUREMENT AGREEMENT:**

**4.7.1.1** This Request for Proposal is under a Cooperative Procurement Agreement with County of McKinley, City of Gallup, and McKinley County Schools. The items/services listed in this proposal apply to all three agencies. Each Central Purchasing Office will issue their own Purchase Order for the items/services mentioned in this proposal.

**The services in this proposal do not necessarily reflect the total estimated services by all participating Central Purchasing Offices. The Proposer is required to furnish prices F.O.B. to the following locations:**

|                        |                         |
|------------------------|-------------------------|
| City of Gallup         | McKinley County Schools |
| Attn: Purchasing Agent | Attn: Procurement       |
| P.O. Box 1270          | P.O. Box 1318           |
| Gallup, NM 87305       | Gallup, NM 87305        |

**PROPOSER MUST BECOME FAMILIAR AND COMPLY WITH THE TERMS AND CONDITIONS OF EACH PARTICIPATING AGENCY INVOLVED IN THIS COOPERATIVE PROCUREMENT AGREEMENT.**

MCKINLEY COUNTY does not in any way guarantee the proposer any services other than for the county needs, other cooperative agencies only have an option to participate off this bid and will be liable for their own requirements.

**SECTION 5 GENERAL TERMS AND CONDITIONS****5.1 GOVERNING LAW**

5.1.1 The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exist.

**5.2 INDEPENDENT CONTRACTORS**

5.2.1 The Offeror and his agents and employees are independent Contractors and are not employees of County of McKinley. The Offeror and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of County of McKinley vehicles, or any other benefits afforded to employees of the County of McKinley as a result of the Agreement.

**5.3 BRIBES, GRATUITIES AND KICK-BACKS**

5.3.1 Pursuant to 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

**5.4 STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND OFFERER**

5.4.1 The form of agreement required by the funding agency or issued by the County of McKinley will be used for this project. Copies are available and may be reviewed upon request.

**5.5 FEES**

5.5.1 A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.

**5.6 FUNDING**

5.6.1 This solicitation is subject to the availability of funds to accomplish the work.

**5.7 CONTACT WITH COUNTY OF MCKINLEY OFFICIALS OR STAFF MEMBERS**

5.7.1 Prior to, and after submittal of proposal, prospective Offerors shall **not** make contact with any official or staff member regarding this RFP, other than contact to obtain a copy of this RFP.

**5.8 LIABILITY INSURANCE**

The Offeror [  ] will [  ] will not be required to carry liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be \$150,000.00.