

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/pm, Sept 16, 2020, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Ambulance services throughout the City of Las Vegas and San Miguel County excluding the Village of Pecos, NM.

Proposal Forms and Specifications may be obtained from the City Clerk’s office at 1700 N GRAND AVE, LAS VEGAS, NM 87701.

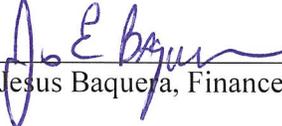
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **Ambulance Services** Opening No. 2021-04 on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas and San Miguel County reserve the right to reject any/or all proposals submitted.

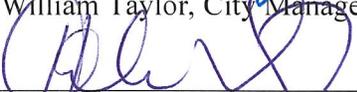
CITY OF LAS VEGAS,



William Taylor, City Manager



Jesus Baquera, Finance Director



Helen Vigil, Purchasing Officer

Attest:


Casandra Fresquez, City Clerk

As to legal sufficiency only:


Scott Aaron, City Attorney

Opening No. 2021-04

Date Issued: Aug 14, 2020

Published: LAS VEGAS OPTIC Aug 19 .2020

ALBUQUERQUE JOURNAL Aug 21 .2020

www.lasvegasnm.gov Aug 19 .2020

Santa Fe New Mexican Aug 21 , 2020

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): Ambulance Services throughout the City of Las Vegas and San Miguel County, excluding the Village of Pecos.

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____)

COUNTY OF _____)

I, _____ state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this _____ day of _____, 20_____.

(SEAL)

Notary Public Signature
My Commission Expires: _____

AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Sept 16, 2020; 2:00 am/pm at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: _____, 2020. The successful offeror will be notified by mail.

ENVELOPES

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (NMSA 13-1-28 through 13-1-199) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition NMSA 30-41-1 through 30-41-3 state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the City Clerk by the Date and Time scheduled for the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set, this proposal will not be considered.

NON-COLLUSION

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of

opening, proposals submitted early may be withdrawn but may not be re-submitted. Pursuant to NMSA 13-1-21 and 13-1-22, any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under NMSA 7-10-5 if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

SPECIAL NOTICE

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process. The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City's Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

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

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

“Family member” means 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.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

REQUEST FOR PROPOSALS
FOR AMBULANCE SERVICES THROUGHOUT THE CITY OF LAS VEGAS (“City”) AND
COUNTY OF SAN MIGUEL (“County”) AS DEFINED IN THE SCOPE OF WORK

INTRODUCTION:

The City and County are seeking proposals from qualified sources to provide a comprehensive medical transport and first response system. The proposal should also address the provider’s ability and willingness to participate in a collaborative effort with the local Fire districts and air ambulance providers. The contract will be for a period of one year, to be extended for up to three (3) additional one (1) year periods at the City and County’s option, upon annual review of the provider’s performance results. The terms of the contract will be in substantial conformity and will include financial penalties for response failures as set forth in the contract. Please note that the company awarded the contract will be required to post a performance bond to cover six (6) months operations costs prior to initiation of services.

The provider selected must cooperate with all existing medical and emergency organizations to manage the efficient provision of all emergency, non-emergency, and preventative services to City of Las Vegas and San Miguel County residents. The provider selected must also cooperate in the implementation of all existing and future Joint Powers Agreements or other agreements between the City of Las Vegas and San Miguel County or other agencies of the State and Local governments and with any laws or grant agreements under which such entities may obtain funding to support a medical transport system.

HISTORY AND BACKGROUND:

The City and the County are located in Northern New Mexico at the foothills of the Sangre de Cristo Mountains. The City is bordered to the East and North by the flatland plains, and bordered to the West and South by wooded mountain ranges. Population may classify Las Vegas as a Suburban community, but Las Vegas is not a city that has a lot of industries or expected growth. The closest Urban City is 65 miles South along Interstate 25, which is the City of Santa Fe. San Miguel County covers an area of 4,736 square miles.

The City provides Emergency Services through police and fire departments as well as the Office of Emergency Management. The County also provides emergency services through the Sheriff’s Office, New Mexico State Police and twelve Volunteer Fire Districts.

The New Mexico Public Regulatory Commission regulates ambulance and other medical transport services throughout New Mexico. The current tariff approved for use by services in New Mexico is referred to as the state tariff. If offeror is proposing the use of another approved tariff, offeror must supply tariff with proposal.

The City Police Department is the primary PSAP (Public Safety Answering Point) for 911 calls in the City and coordinates emergency services throughout the City. New Mexico State Dispatch (NorCom) is the EMD PSAP for all 911 calls outside of the City. The provider of Emergency Medical Services shall utilize these public safety answering points. In the proposal the provider will need to include the method to be used for non-emergency traffic. Non-emergency transport dispatch will be the sole responsibility of the provider. Facility to facility or Non-emergency transport shall not negatively impact the emergency medical response system.

A. SCOPE OF WORK

The City and the County are seeking proposals from qualified sources to provide (911 Emergency Medical Response) a comprehensive medical transport and first response system. The proposal should also address the provider's ability and willingness to participate in a collaborative effort with the local Fire districts and air ambulance providers. The contract will be for a period of one year, to be extended for up to three (3) additional one (1) year periods at the sole option, and in the sole discretion of, the City and the County's option. Upon annual review of the provider's performance results, the terms of the contract will be in substantial conformity and will include financial penalties for response failures as set forth in the contract. Please note that the company awarded the contract will be required to post a performance bond to cover six (6) months operations costs prior to initiation of services.

The provider selected must cooperate with all existing medical and emergency organizations to manage the efficient provision of all emergency, non-emergency, and preventative services to City and the County residents. The provider selected must also cooperate in the implementation of all existing and future Joint Powers Agreements or other agreements involving the City and/or the County. This shall include any other agencies of the State and Local governments that may have grant agreements to obtain funding in order to support the medical transport system.

Proposals shall include but not necessarily be limited to presenting the following information:

1. A mission statement and strategic plan to address initiation and provision of services along with a review and improvement of services throughout the contract period(s).
2. A detailed description of a comprehensive EMS system status management plan which will include emergency response times within designated service zones.
3. Provider must develop and provide a communication and dispatch system that is compatible with existing emergency 911 System and that will eliminate existing communication deficiencies.
4. The provider must maintain two (2) methods of communication (primary and secondary) with dispatch and an alternate method of alerting EMS units such as pagers or cell phones. A home-based radio should be maintained to enhance communications and non-emergency traffic licensed to the provider.
5. Provider radios must be capable of communications with all fire units within the City and the County. All radio equipment is the responsibility of the provider, and must be capable of digital and analog transmission.

6. Provider must provide a plan for Emergency Medical Transport.
7. A plan for non-emergency medical transport, including details relating to non-emergency transport dispatch, the number of proposed vehicles to be scheduled for non-emergency transport, and the coordination of emergency and non-emergency services. The plan for prescheduled inter facility transport must demonstrate how the emergency medical transport system will be protected from being negatively impacted by prescheduled inter facility transports.
8. A plan for dealing with multiple casualty incidents and describing the medical transport system provider's role and responsibility in relation to other first responder agencies. Provider must be able to handle two separate incidents at one time with no degradation in services.
9. A proposed plan of operations, including the number of ambulances and other vehicles to be used. Staffing levels for these vehicles to include the number of personnel and certification levels for each unit. The method proposed for providing medical supervision of field personnel and on-line medical direction with the closest facility as well as the provider's off-line Medical Director. The method proposed for coordinating services with other first responder agencies. The plan should detail how emergency and prescheduled inter facility transport services will be segregated and coordinated. The plan should also include information in regards to the willingness and ability to incorporate clinical students into its operations and how they can assist local providers, such as volunteer or career fire departments with continuing education. The provider must also assist local government in acquiring grants or assistance that improves the Emergency Medical services within the county.
10. At a minimum, staffing should include the following:
 - A Medical Director (preferably local) with a strong background in emergency medical transport. If the Medical Director is not local, the proposal should include sufficient information and detail to demonstrate that adequate management can be achieved under the proposal without a local Medical Direction.
 - All ambulances transporting emergency patients shall be staffed with at least a licensed EMT-paramedic and a licensed EMT-basic.
 - Vehicles identified as available only for non-emergency call response may be staffed by two (2) basic EMT's.
11. A plan for ensuring compliance with all Injury Prevention/EMS Bureau and /or Public Regulatory Commission requirements, as well as compliance with all other applicable State and Federal laws and regulations, and City ordinances and policies. The offeror shall be authorized and or licensed with the New Mexico Public Regulation Commission, certificate of public conveyance or shall acquire a license prior to engaging to the commencement of the contract.

Non-performance: should the offeror not possess the certificate of public conveyance and necessity, the City and the County would then draw down on the performance bond accordingly.

12. An employment policy statement detailing each classification of personnel, the minimum qualification requirements, pre-employment screening, and evaluation criteria used in hiring; describing orientation procedures and continuing education and training programs; and outlining retention, promotion, discipline, and termination policies.

13. Drug testing policy-illustrating compliance with drug and alcohol free work place environment.
14. An employment policy statement detailing minimum wages or salaries and benefit packages for all personnel categories.
15. A policy regarding intake, investigation, and resolution of complaints for customers, shall be provided to the City and the County for review. When internal procedures do not resolve the complaint with a specific resolution the City Manager/County Manager have the authority to mediate a final resolution.
16. A policy indicating the chain of command of the company that will also define the requirement of a shift supervisor to be in charge of each shift and shall be onsite. This policy should be specific to the titles of all supervisors and indicate the proper procedure to address any and all concerns.
17. A policy outlining the specific maintenance schedule of each emergency response unit. Each unit shall be properly maintained on a regular basis and will function as such. The City Manager/County Manager shall appoint an inspector who shall inspect all ambulance vehicles yearly and at his discretion thereafter, to determine the condition of said vehicle with regard to safety, warning systems, equipment, supplies, basic sanitation, sterility of equipment, and other related requirements as adopted by the City and County. Should the unit not comply with the all standards and requirements set forth by the ambulance standards rule 252 of the New Mexico State Corporation commission; the unit will then be taken out of service and replaced immediately with another unit that complies with standards.
18. The following minimum information regarding past and current company operations should be submitted:
 - A. Complete disclosure of all companies and/or subsidiaries, including but not limited to financial statements for the company submitting a proposal for the requested services.
 - B. A description of company's background, and number of employees in functional areas, including any experience or contacts within New Mexico.
 - C. Brief descriptions of the background of key personnel proposed for the project, including initial and long-term support for the provision of local services.
 - D. A description or samples of documents or forms available to users and technical staff for operation of the proposed system.
 - E. Evidence that insurance and bond requirements specified in the form contract can be met through reputable providers.
 - F. Community service events.
 - G. A copy of the certificate of necessity and public convenience showing coverage of the required area of the City of Las Vegas, San Miguel County, and State of New Mexico or State wide authority.
 - H. Equipment listing including make, model and year of units to be committed to the City of Las Vegas. At a minimum, two (2) Ambulance units must have 4-Wheel Drive capabilities.
 - I. The provider must provide six (6) dedicated ambulances to the City and the County at all times. Three (3) units will cover all emergency medical calls within the city limits and an

additional three (3) units shall provide coverage for all county emergency medical calls.

PERFORMANCE STANDARDS: The Contractor will meet the performance standards and be subject to penalties as outlined herein for failure to meet those standards. Where more than one ambulance is sent in response to the same incident, the response time shall be calculated from the first dispatch to the first arrival on the scene. In the first hour of standby coverage ordered by the incident Commander from any public safety agency, late responses caused by the need for standby coverage may be exempt from compliance standards. Further, the Incident Commander may suspend the response time requirements system-wide for the duration of the standby if two or more simultaneous standby events occur or two or more units are committed to the same standby at any time. Penalties will not be assessed when the City or the County Management Team determines that a response time failure was substantially caused by one of the following circumstances:

1. Incorrect or inaccurate dispatch information;
2. Material change in dispatch location;
3. Disrupted voice or radio transmissions not caused by the Contractor's error, negligence, or inadequate maintenance;
4. Scheduled or unscheduled CAD failure;
5. Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)
6. Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
7. Periods of unusual system overload, defined as:
 - A. greater than two simultaneous or overlapping emergency / urgent responses within the City; or
 - B. greater than four simultaneous or overlapping emergency / urgent responses within the City and the County mutual aide areas; or
 - C. two responses dispatched within ten (10) minutes of one another
8. Severe weather conditions which impair visibility or create significant unsafe driving conditions;
9. Organized labor actions outside of the provider's organization which intentionally delay response times or impair service delivery capabilities;
10. Delays caused by a facility being unable to receive a patient; or
11. A reasonable decision by the responding contractor representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advise by a public safety official;
12. Any delay caused by unusual circumstances that the contractor can reasonably document, which will be reviewed by the City and the County Management Team on a case by case basis and accepted or rejected by the City Manager, County Manager following a recommendation from the City Management Team.
13. Provide last three (3) years contracts for service in San Miguel, Santa Fe and any and all neighboring counties

PENALTY ASSESSMENT: Penalties will be assessed based upon the following, with any penalties being withheld from Contractor's pending invoices by the City and/or County.

A. Response Time: The maximum emergency response time of 7 minutes maximum has been established for any location within the City Limits. The maximum emergency response time of 14 minute has been established for all rural areas within the County's limits, and may be further defined in the contract with the Contractor.

B. Reporting and Calculating Response Compliance: Emergency response times and compliance percentages shall be calculated at the conclusion of each calendar month and reported to the City of Las Vegas/ San Miguel County, Management Team at the next regular meeting. All time values shall be reported using a 24-hour clock, including hour, minute and second values. Exceptions to this will be considered if such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the provider / contractor, including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

C. PENALTIES:

- Individual response time penalties of \$250.00 per response shall be assessed for each individual response time, which exceeds the individual maximum response time. Penalties shall be paid or offset cost to the appropriate agency (City or County).
- No ambulance available for emergency response, penalty shall equal what would have been billed as the minimum for that call as determined in the sole discretion of the City and/or County.

COMPLIANCE STANDARDS: The Contractor must comply with all laws, regulations, ordinances, and policies of the State of New Mexico, the County and the City in the performance of its duties under the Contract, including the standards of the National Integrated Incident Management System. The City and/or the County may require the Contractor's personnel to participate in training activities related to the performance of the Contractor's obligations under the contract, including but not limited to training addressing compliance as required under this Article. The Contractor shall not

enter into any Mutual Assistance Agreement without the written approval of the Agreement by the City's Governing Body.

RECORD KEEPING AND REPORTING REQUIREMENTS: The Contractor shall compile, maintain, and make available for inspection and audit upon request by the City, the County or any agency of the State of New Mexico. All records relevant to the services are to be provided under the contract for a period of an additional six (6) years. **Reporting to the City's Governing Body, shall occur on a quarterly basis for the duration of the contract period.**

HOLD HARMLESS AGREEMENT: The Contractor shall defend, indemnify and hold harmless the City and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 41-4-1 through 41-4-29, as amended, against and from any and all claims, losses, fines, demands, judgments, damages, liabilities, lawsuits, arbitrations, and proceedings of any nature arising from death, bodily or personal injury, damage to property or any other nature arising from or out of, connected with, resulting from or related to the contract and any amendment thereto. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the contract, for negligence, acts errors or omissions to act occurring during the terms of the contract.

SOVEREIGN IMMUNITY: By entering into the contract, the City and the County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in the contract modifies or waives any provision of the New Mexico Tort Claims Act.

PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the City or the County shall be held personally liable under the contract or any extension or renewal thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duty and responsibility.

INSURANCE: The Contractor shall at all times during the term of the contract have and keep in force the following types of insurance in the following amounts, to include indemnification of the City as required by the contract. Each policy shall provide for coverage to extend to all claims arising out of alleged actions or omissions during the coverage period, regardless of whether the coverage has expired prior to the claim being submitted. Each policy shall also include a provision for the insurer to provide notice to the City and the County at least thirty (30) days in advance of any termination of the policy. The limits specified below shall in no way limit the Contractor's liability to the City and the County including its indemnification obligations, arising from the contract.

- A. **General Liability Insurance** – for bodily injury (including death) and property damage, which provides limits of not less than One Million Dollars (\$1,000,000.00) per injury, and not less than Two Million Dollars (\$2,000,000.00) per occurrence.

- B. **Medical Malpractice (Errors and Omissions) Insurance** - which provides limits or not less than One Million Dollars (\$1,000,000.00) per injury, and not less than Two Million Dollars (\$2,000,000.00) per occurrence.
- C. **Workers' Compensation Insurance** – which meets the limits, set by the New Mexico Legislature.

Failure to provide proof of adequate insurance upon request shall constitute a material breach of the contract by the Contractor and may be cause for immediate termination of the contract by the City and the County. The Contractor shall furnish the City and the County with a copy of the complaint served upon the Contractor in any lawsuit, which includes allegations arising from, or relating to the contract and/or services provided thereunder.

PERFORMANCE BOND: The Contractor shall be required to post a performance security bond in the amount of [to be determined based upon approximately six (6) months of operating costs based upon the proposal], issued by a reputable company approved by the City and consistent with State Law. The Contractor must provide a continuation certificate at least ninety (90) days prior to the expiration of any performance security bond previously submitted in compliance with this Article. The performance security bond shall be called by the City and/or the County and the full amount of the proceeds of the bond shall be payable to the City and/or the County, in the event of a material breach of the contract by the Contractor. The City shall have the right to take possession of the facilities, vehicles, personnel contracts, and other assets of the provider which are located and assigned to its operations in the City and the County under the contract, and to credit the fair market value of such seized assets against the bond proceeds claimed by the City and/or the County. Any dispute regarding the fair market value of such assets shall be resolved through arbitration.

THIRD PARTY BENEFICIARY: It is agreed between the parties that it is not intended by any of the provisions of any part of the contract to create on the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit based upon the contract.

WAIVER: Any waiver by either party of any breach of any covenant, term, condition or agreement in the contract shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent either party from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in the contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

TERMINATION: Either party may terminate the contract upon a material breach committed by the other and failure to correct the same within thirty (30) days of written notice.

ASSIGNMENT: The Contractor shall not assign the contract, or use the services of any subcontractor regarding the services required by the contract, without the prior written consent of the City and the County.

MERGER OF PRIOR AGREEMENTS: The contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of the contract. All such conditions, understandings and agreements are merged into the contract. No prior condition, agreement or understanding, verbal or otherwise shall be valid or enforceable unless expressly contained in the contract.

AMENDMENTS: Any amendments to the contract shall be made only in a writing signed by all named parties.

ARBITRATION: In the event that a dispute arises with respect to any of the provisions contained in the contract or any other matter affecting this contractual relationship between the City and the County, it shall be resolved by arbitration in New Mexico in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses shall be awarded as decided by the Arbitrator.

BINDING EFFECT OF AGREEMENT: All named parties agree that the terms of the contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors of the contracting parties.

RELEASE: The Contractor, upon final payment of the amount due under the contract for work completed and approved by the City and the County, releases the City and the County, and their officers and employees from all liabilities, claims, and obligations whatsoever arising from or under the contract. The Contractor agrees not to purport to bind the City or the County to any obligation not expressly assumed herein by the City or the County, unless the Contractor has express written authority from the City and/or the County to do so, and then only strictly within the limits of the expressed written authority.

CRIMINAL PENALTIES: The Procurement Code, NSMA 13-1-25, imposed civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

NON-DISCRIMINATION: The Contractor shall prevent unlawful discrimination practices on account of race, color, national origin, sex, age, handicap, or religion in all its activities performed under the contract.

CONFLICT OF INTEREST: The Contractor warrants that he presently has no interest, and shall not acquire any interest during the term of the contract, which would have the potential to conflict with the performance of the services required under the contract. In the event such a conflict arises, it shall

be brought to the attention of the City of Las Vegas/ San Miguel County and appropriate action acceptable to the City/ San Miguel County shall be taken. The Contractor's failure to inform the City of the existence of a potential conflict interest constitutes default and shall be grounds for termination of the contract by the City. Provide copies of all service complaints for the last three (3) years.

BRIBERY AND KICKBACK: The procurement code of New Mexico, NMSA 13-1-28 through 13-1-199, mandates that all contracts and solicitations to bid, must contain reference to the criminal laws prohibiting bribes, gratuities and kickbacks. The act of bribery of a public official or a public employee, NMSA 30-24-1, is a third degree felony. The act of demanding or receiving a bribe by a public officer or a public employee, NMSA 30-24-2, is a third degree felony. The act of soliciting or receiving illegal kickbacks, NMSA 30-41-1, is a fourth degree felony.

SUBCONTRACTING / MUTUAL AID AGREEMENTS: The Contractor shall not enter into mutual aid agreements with other EMS service providers or agencies. Any and all sub-contracting and or mutual aid agreements shall be arranged and approved by the City's Governing body, the San Miguel County Commissioners, and Alta Vista board.

SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining contract terms, or if the purpose of the contract can no longer be carried out by either party, the contract is voidable and no damages shall accrue to either party.

PARAGRAPH HEADING: Article heading are for convenience and reference and are not intended to limit the scope of any provision of the contract.

GOVERNING LAW: This Contract shall be construed pursuant to the laws of the State of New Mexico, and the parties agree that the proper venue shall be San Miguel County.

NON-APPROPRIATION: The City's obligation to make payment under the terms of the contract is contingent upon its appropriation of sufficient funds to make those payments. If the funds are not appropriated for the continuation of the contract by one of the entities may be amended or terminated, the contract will terminate upon written notice of that effect to the Contractor. The entities determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

In a separate envelope clearly marked with the name of the proposer, RFP No. _____ enclosed the following items:

- A. Any proposed In-Kind services to be provided by the City under the proposal, consistent with the proposed level of service as represented by the response time information.

- B. A proposed annual budget for operations within The City and/or the County, showing salaries, overhead, insurance and bond costs, taxes, profits, and any and all other costs associated with providing the proposed medical transport system, and including estimated increases for the proposed contract period (up to 4 years) consistent with the requested level of service as represented by the response time information.
- C. As a required alternate proposal (with multiple proposals being encouraged), a proposed system of payments and annual budget to improve the current level of service, to the City and the County.

In designing one or more alternate proposals to improve the current level of service, the provider should focus on improving patient outcomes, whether through increased transport availability in the system, increased ALS or BLS services, assisting fire districts with training or a combination of these or other strategies.

ADDITIONAL INFORMATION: Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in offeror's proposal.

NOTE: Number of pages should not exceed a total of 15.

WITHDRAWAL OF PROPOSAL: A Proposal may not be withdrawn or canceled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their Proposal. Prior to the scheduled time and date of opening, Proposals submitted early may be withdrawn, but may not be re-submitted.

OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL: No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an offeror, or that has quoted prices of materials to an offeror is not thereby disqualified from submitting a sub proposal or quoting prices to other offerors or making a prime proposal.

OPENING OF PROPOSAL: All Proposals shall be made and received with the understanding that the offeror accepts the terms and conditions contained in these contract documents referred to herein.

COMPARISON OF PROPOSALS: The City shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, and interviews with key employees and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the offerors for recommendation of award to the City.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100

by each evaluator with maximum points per category as shown below:

1. Personal/Personnel Experience: Licenses, Labor and Equipment, Procurement ability, adequate facilities and financial stability..... 25%
2. Capacity and Capability: Offerors willingness, capacity and capability to perform & maintain emergency services on a timely basis.....25%
3. Past record of Performance and Familiarity.....25%
4. Familiarity with City and the C.....25%

AWARD OF CONTRACT: The City and the County reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made to the responsible offeror whose Proposal best meets the specifications. In awarding the contract, the owner shall determine, at his discretion, whether an offeror is qualified to perform the contract, and whether it is to the interest of the owner to accept the offer.

BONDS: The successful offeror will be required to furnish a Performance Bond, in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the City and the County. The Bonds must be executed on forms contained in the contract documents.

INSURANCE CERTIFICATE: The offeror must at all times hold General Liability insurance of at least \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate and list the City of Las Vegas as an additional insured. Proof of Compliance with this insurance requirement is to be provided to the City and the County upon execution of the Contract.

CONTRACTUAL TERMS: The following contractual terms will be included in any contract entered into by the City and the County and the Contractor selected.

A. Funding: This solicitation is subject to the availability of funds to provide this service. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.

B. Term: The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, the City may, without stating a cause, give notice of its intention to terminate the contract.

EXECUTION OF CONTRACT: The contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the City and/or County. Distribution of the executed forms will be as follows:

- A. Contractor
- B. City and County
- C. Bonding Company

CONTRACT DOCUMENTS: The complete Contract Documents will include the following:

- A. Notice to offerors
- B. Instructions and Information for offerors
- C. Proposal
- D. Cost
- E. Contract Agreement
- F. Performance Bond
- G. Labor and materials Payment Bond
- H. General conditions and Provisions of the Scope of Service
- I. Safety Requirements, insurance certificates, and Contractor's bonds, all of which are bound together.

CITY OF LAS VEGAS BUSINESS LICENSE: The successful offeror shall be required to obtain a business license from the City of Las Vegas and San Miguel County before commencing work on the project.

DOCUMENTS TO SUBMIT WITH PROPOSAL: Each offeror shall submit the original and five (5) of the following documents:

- A. Proposal
- B. Offeror Information Form
- C. List of Subcontractors
- D. Contractor's Bonds
- E. Campaign Contribution Disclosure Form