



**REQUEST FOR PROPOSALS**

**PROPOSAL NUMBER: 21-22-18**

**PRE-EMPLOYMENT, ANNUAL PHYSICAL, DRUG AND ALCOHOL TESTING**

**Human Resources**

**Return Sealed Proposals to:**

SAN JUAN COUNTY  
Central Purchasing Office  
213 S. Oliver Drive  
Aztec, NM 87410

Attn: Jaime Jones  
Contract Analyst  
Phone: 505-334-4548  
E-Mail: [jjones@sjcounty.net](mailto:jjones@sjcounty.net)

**CLOSING DATE: April 7, 2022**  
**TIME: 5:00 p.m. (Local Time)**

NIPG Code: 952-07 Testing Services, Alcohol and Drug

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- **Proposal of Offeror Form must be completed in full and returned with the Proposal Offer.**
  - This proposal is subject to the Terms and Conditions shown on the following pages and any/all additional instructions.
  - Do not return the Request For Proposal (RFP) in case of "No Response".
  - Proposal must be received in the County's Central Purchasing Office by the Proposal Closing Date and Local Time as indicated above. **Any proposal received after the specified time and/or date will not be accepted and will be returned to the sender unopened. Emailed Proposals will not be accepted.**
  - **Proposals shall be submitted sealed. The outside package should clearly identify the Project Name, Proposal Number, Proposal Closing Date and Name of Offeror. Submit Proposal Offer in accordance with the Request for Proposal.**

***Failure to complete the proposal documents in accordance with all instructions provided is cause for this office to reject the proposal.***

***THE PROCUREMENT CODE SECTIONS 13-1-28 THROUGH 13-1-99 NMSA 1978, IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR BRIBES, GRATUITIES AND KICKBACKS.***

**ACKNOWLEDGEMENT OF RECEIPT FORM**

PROPOSAL NO.: 21-22-18

**PRE-EMPLOYMENT, ANNUAL PHYSICAL, DRUG AND ALCOHOL TESTING**

**16 PAGES (INCLUDING ACKNOWLEDGEMENT AND CAMPAIGN DISCLOSURE FORM)**

***NOTE: ONLY POTENTIAL OFFERORS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED.***

**PROPOSAL INFORMATION:**

In acknowledgement of receipt of the above referenced Proposal Packet, the undersigned agrees that he/she has received a complete copy.

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

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

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

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

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

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

**RETURN TO:**  
Jaime Jones  
Contracts Analyst  
SAN JUAN COUNTY  
(505) 334-4548  
[jjones@sjcounty.net](mailto:jjones@sjcounty.net)

**Emailed copies of the Acknowledgement of Receipt Form will be accepted.  
Emailed Proposal responses will not be accepted.**

## **TERMS AND CONDITIONS** (Unless otherwise specified)

1. **GENERAL.** When the County Chief Procurement Officer issues a purchase document in response to the Offeror proposal, a binding contract is created.
2. **FORM OF SUBMISSION.** Each proposal shall be typewritten on standard 8 ½" x 11" paper and placed within a binder with tabs delineating each section. One (1) original and five (5) copies of the Proposal shall be supplied. **Only one Proposal may be submitted by each individual Offeror. Proposals shall be submitted sealed. The outside package should clearly identify the Project Name, Proposal Number, Proposal Closing Date and Name of Offeror.**  
  
In addition to the above requirements, the Offeror must provide one (1) electronic copy organized in the format requested with each tab's information as a separate file on a Flash Drive in one of these formats: Adobe PDF (pdf), Microsoft Word (doc), or Microsoft Excel (xls). The electronic copy must be organized and laid out in the same format as outlined in Contents of Proposal Offer, with each tab as a different folder.
3. **DEBARRED OR SUSPENDED CONTRACTORS.** 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 San Juan County and shall not be considered for award of the contract during the period for which it is debarred or suspended.
4. **CONFLICT OF INTEREST.** The successful Offeror covenants that neither it nor its officers, directors, agents and employees, have any interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.
5. **AMENDMENT.** An Offeror may submit an amended proposal before the due date and time. An amended proposal shall be complete, as it will be substituted for the earlier proposal(s), and shall be clearly identified as an amendment. The County will not merge, collate or assemble proposal materials.
6. **WITHDRAWAL.** An Offeror may withdraw its Proposal at any time prior to the deadline for receipt of proposals. An Offeror desiring to withdraw a proposal shall submit a written request to the Bid/Contract Administrator signed by the Offeror's duly authorized representative(s).
7. **PROPOSAL OFFER FIRM.** Responses to the RFP, including costs, shall be firm for ninety (90) days after the due date for receipt of proposals.
8. **COST OF PREPARING RFP.** Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
9. **CONFIDENTIALITY.** Each proposal will be kept confidential until a contract is awarded. Following award of a contract, all documents pertaining to each proposal shall be open for public inspection, except for any material, which is designated by the Offeror as proprietary or confidential. Proprietary or confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. The County will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential." Such data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion. If a citizen of this State requests disclosure of data for which an Offeror has made a written request for confidentiality, the Central Purchasing Department shall examine the Offeror's Proposal and make a written determination which specifies which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the Offeror takes action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
10. **PUBLICATION.** Offeror shall secure from the County written approval prior to publication of any information that pertains to the potential work or activities, which are solicited in this procurement.
11. **LEGAL REVIEW.** Since Offerors will be bound by the specifications, terms and conditions herein, it is strongly recommended that each Offeror obtain legal advice concerning the proposal.
12. **GOVERNING LAW / VENUE.** The laws of the State of New Mexico shall govern this procurement and any resulting contract. Any action to enforce terms and conditions herein shall be brought only in the Eleventh Judicial District Court, San Juan County, State of New Mexico.

**13. CONTRACT DOCUMENTS.** The Contract Documents shall consist of this Request For Proposal, the Response of the successful Offeror, a separate written contract and the County's Purchase Order.

**14. CONTRACT TERMS AND CONDITIONS.** A contract between the County and the successful Offeror shall follow the format specified by the County. The County reserves the right to impose, as it sees fit, additional terms and conditions upon the successful Offeror, should conditions warrant. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal, will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, as contained in the document, that Offeror shall propose specific alternative language that would be acceptable to the County. General references to the Offeror's terms and conditions, or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal. The Offeror shall provide a brief explanation of the purpose and impact, if any, of each proposed change, following by the specific proposed alternate wording.

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

**15. CONTRACT AMENDMENTS.** The County reserves the right to make changes or revisions to the scope of work as required during the term of the contract if it determines it to be necessary or desirable. No changes, revisions, modifications, or amendments of any of the terms or conditions of the contract specifications and requirements shall be valid unless reduced to writing by the County. Verbal discussions or agreements shall not bind the County.

**16. TERMINATION OF CONTRACT.** In case of a breach on any provision of a contract, the County reserves the right to terminate the contract, procure the services from other sources, or take other steps, as it deems appropriate. Additionally, the County reserves the right to cancel a contract at any time, for any reason, without penalty, by giving at least thirty (30) days written notice to the successful Offeror. Written notice shall be deemed delivered when deposited in the United States Mail and certified.

In addition, any contract awarded as a result of the Request For Proposal may be terminated if sufficient appropriations or authorizations do not exist. The County's decision concerning whether sufficient appropriations or authorizations exist will be final.

**17. SPECIFICATIONS.** It is the intent of the County to make this Request For Proposal in such a manner as to be open to all qualified Offerors. Any specification that tends to limit or eliminate a qualified Offeror shall be brought to the attention of the County not less than ten (10) days before the date when responses are due. Failure to bring such a matter to the attention of the County shall bar the Offeror from asserting a later claim in this regard.

**18. INDEMNITY.** The Offeror awarded the contract agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the County, its Elected Officials, agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Offeror, its officers, directors, employees or agents or arising in any way from this agreement or the Offeror's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

**19. LICENSING.** The Offeror awarded the contract shall possess a current license in the State of New Mexico, and shall obtain and hold such additional licenses as are reasonably required to accomplish his or her duties under this Agreement.

**20. STATUS OF OFFEROR.** The successful Offeror and its officers, directors, agents and employees, are independent contractors performing services for the County and are not employees of the County. The Offeror and its officers, directors, agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County. The Offeror shall perform his/her obligations under this Contract as necessary and appropriate under all Federal, State, and local laws, codes, ordinances, rules, regulations, and standards applicable to this type of service. The County will not supervise the Offeror in the day-to-day performance of this Contract.

**21. DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY / CIVIL RIGHTS.** The successful Offeror shall be an equal opportunity employer, and shall not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract. The successful Offeror agrees to abide by all Federal and State laws, rules, and regulations pertaining to equal employment

opportunity, discrimination, and civil rights.

- 22. NOTICE.** The New Mexico Procurement Code, N.M.S.A. 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- 23. TAXES.** The Offeror awarded the Contract shall be responsible for the payment of all federal, state, and local taxes on monies received pursuant to this Agreement.
- 24. ASSIGNMENT.** An Offeror shall not transfer, sell, assign, sublicense, pledge or otherwise dispose of in any way its interest in any contract which may result from this solicitation, or assign any claims for money due or to become due under any contract, without having first obtained the prior written consent of the County to do so. Any attempt by an Offeror to do any of the foregoing without such consent shall be null and void, and may result in disqualification of the Offeror or termination of any contract resulting from this solicitation. The County's consent to any of the foregoing shall not constitute consent to any other act, nor shall such consent relieve the Offeror from any of its duties to perform all agreements, covenants, and conditions set forth in this solicitation or any resulting contract.
- 25. RECORDS.** All records and documents are property of San Juan County and shall be returned to San Juan County upon termination of any contract.
- 26. PERFORMANCE BOND.** The County reserves the right to require a performance bond from the Offeror awarded a contract if deemed to be in the best interest of the County. The bond shall be acquired and paid for by the Offeror and shall be in form satisfactory to the County.
- 27. CODES LAWS / REGULATIONS.** The successful Offeror shall be properly licensed and shall meet and comply with all applicable Federal, State, and local government codes, laws, regulations, and requirements in the performance of the work described herein.
- 28. INSURANCE.** The successful Offeror is required to carry and maintain during the period of the contract General Liability, Auto and Workman's Compensation insurance from an insurance company or companies with a Best Rating of A, or better, licensed to do business in the State of New Mexico and admitted by the Department of the State of New Mexico. At a minimum, each Offeror must carry comprehensive General Liability Insurance and Automobile Insurance with combined single limits of not less than \$1,000,000.00 and Workman's Compensation in amounts as required by the New Mexico Workers Compensation Act. The successful Offeror must also carry and maintain during the period of the contract Errors and Omissions Insurance coverage (Professional Liability Insurance) with limits of not less than \$1,000,000.00, from an insurance company or companies with a Best Rating of A, or better.

***Each Offeror is asked to submit a Certificate of Insurance, commensurate with the above requirements, along with their proposal Offer. The Offeror selected for an award under this solicitation shall provide the appropriate certificates of insurance to the County prior to award of a contract. The County shall be named as an Additional Insured on the General Liability policy required by this section.***

## **CONTENTS OF PROPOSAL OFFER**

**The proposal Offer submitted by the Offeror shall, at a minimum, contain the following:**

### **A. FORM OF PROPOSALS.**

To be considered for award of a contract pursuant to this request for proposals, each proposal Offer shall contain the materials required herein, and comply with the format described. The Offer shall contain a response to the specifications and requirements, and address other items which may be identified within the Evaluation/Award section. Failure to provide required documentation and information as requested may result in rejection of the Offeror's Proposal.

### **B. PROPOSAL FORMAT/CONTENTS.**

The proposal must be organized and indexed and must contain, at a minimum, all listed items in the sequence indicated.

#### **SECTION 1. TRANSMITTAL / COVER LETTER.**

- 1) IDENTIFY THE OFFEROR AND CONTACT PERSON. Offeror shall identify the organization submitting the proposal, and shall further identify its organizational structure (e.g. sole proprietorship, corporation, etc.), whether the organization is authorized to do business in the State of New Mexico, and where the organization is based, where its principal place of business is located and, if a corporation, where it is incorporated.

Offerors shall include the names, titles and telephone numbers of persons whom the County may contact for clarification or further information.

- 2) **BIND THE OFFEROR.** Each Offeror shall identify, by title and/or position, the person authorized by the organization to enter into a Contract with the County. That person shall sign the proposal. If written authority exists (such as corporate minutes), a copy of that document shall be attached. The Proposal shall bind the organization to complete the work described in the Request for Proposal.
- 3) **ACCEPTANCE OF TERMS.** Each Proposal shall explicitly indicate the organization's acceptance of the additional terms and conditions set forth in this Request for Proposal. If the organization proposes alternative terms and conditions, it shall set each out with specificity in its Proposal. The County will not be obligated to accept any such terms and conditions and may consider submission of it to be an exception.

## **SECTION 2. REQUIRED FORMS.**

The following forms are required and must be signed by an authorized representative, when applicable.

- A. Proposal of Offeror Form. Each Offeror shall acknowledge receipt and acceptance of any and all addendums.
- B. Current Certificate of Insurance.
- C. Campaign Contributions Disclosure Form.
- D. New Mexico Resident Business/Veterans Certificate

## **SECTION 3. INTRODUCTION AND BACKGROUND.**

Each Offeror shall provide an Overview of current and prior experience in work comparable to the scope of services required in this Request for Proposals.

## **SECTION 4. QUALIFICATIONS OF PRINCIPAL PERSONNEL.**

Background, qualifications, education, training and years of experience of key personnel to be involved in these services shall be included. Identify special skills or strengths of key personnel. Include qualifications for any subcontractor the Offeror has indicated to be part of this Response to Proposal. Include all areas of work that are to be performed by the subcontractor(s).

## **SECTION 5. REFERENCES.**

Provide a listing of five (5) references consisting of clients for whom the same or similar type of services are currently being provided, or have been provided within the past three years. The Offeror shall provide the name, address and phone number of a contact person for each of the five references. The County reserves the right to contact clients for reference checks.

## **SECTION 6. RESPONSE TO SPECIFICATIONS AND REQUIREMENTS.**

Each Proposal shall contain a written response to the specifications and requirements as identified throughout this Request for Proposal, including a response to other items identified in the Evaluation/Award section. If an Offeror is unable to provide an item or service, which is required by the specifications, it shall take written exception to the specification. The Offeror's Proposal must be as detailed and specific as possible.

## **SECTION 7. COST PROPOSAL.**

Each Offeror shall provide a cost proposal with its Offer. The Offeror's pricing shall be inclusive of any additional costs necessary in providing the services, if applicable, (i.e. travel time, mileage, supplies, etc.).

## **SECTION 8. CUSTOMER SERVICE/ADDITIONAL SERVICES.**

Each Offeror shall provide information relative to their ability to provide customer service and account representation, as well as an overview of any additional services such as cost containment practices, and organizational tools, etc.

## **SECTION 9. OTHER SUPPORTING OR RESOURCE MATERIAL.**

Offerors are encouraged to thoroughly describe any other value-added services they feel may contribute to the success of the project.

## **SECTION 10. IN-STATE RESIDENT PREFERENCE.**

Pursuant to section 13-1-21 NMSA 1978, to be considered for the 5% resident preference, the Offeror shall include its in-state resident preference number and a copy of the Certificate provided to it by the New Mexico Taxation and Revenue Department.

Please be aware, all In-State Resident Preference Numbers issued by the New Mexico State Purchasing Division expired on December 31, 2011. All Offerors/Contractors must re-apply for a new In-State Resident

Preference Number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951

## **SECTION 11. RESIDENT VETERANS PREFERENCE.**

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978, effective July 1, 2012, to be eligible for the 10% resident veterans' preference, the Offeror shall include a copy of the resident veterans preference Certificate provided to the Offeror by the New Mexico Taxation and Revenue Department. This preference is separate from the in-state preference and is not cumulative with that preference.

All Offerors/Contractors may apply for a Resident Veterans Preference Number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951.

### **CRITERIA.**

### **POINTS.**

#### **New Mexico Business/Veterans Preference**

**+10% of Total Points**

Points will be awarded based on Offerors ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

## **PRE-EMPLOYMENT, ANNUAL PHYSICAL, DRUG AND ALCOHOL TESTING**

### **INTRODUCTION**

The County of San Juan, New Mexico, herein referred to as the County, seeks proposals from qualified Physicians or Medical Groups with which to establish a price agreement(s) for the purpose of performing medical services and procedures. Requested medical physicals encompass the following: Non-DOT pre-employment, Commercial Driver's License (CDL) Initial and Re-certification, Sheriff's Pre-employment NMLEA Physicals, Detention Officer pre-employment physical with Work-Steps; Pre-employment Urinalysis and Drug Panel; Random Drug (UA) and Alcohol (Breathalyzer) Testing; and Vaccine Storage and Administration. **NOTE: This is not a request for health insurance plans.**

It is the County's desire to contract with one firm overall, however, a contract may be awarded to a single Offeror, or to multiple Offerors (multiple source awards).

### **SPECIFICATIONS AND REQUIREMENTS**

**The Offeror's proposal must be as specific as possible and address the following Specifications and Requirements.**

**Physician or Group's Qualifications:** The Physician and/or Group shall be experienced, knowledgeable, and fully capable of providing the services required under this RFP; they shall be properly licensed to practice medicine in the State of New Mexico and shall meet and comply with all applicable Federal, State, and Local Government laws, codes, standards, regulations, and requirements in the performance of this work. The Physician and/or Group shall be knowledgeable of the duties and responsibilities, as well as the physical and/or mental stresses of the position for which the services are being performed and be capable of providing a fitness for duty assessment. The Physician must remain current on all testing and medical standards for all services to be performed under this price agreement. The Physician and/or Group shall maintain a qualified staff and facility sufficient in size to properly maintain County requirements. The facility shall be located within San Juan County and shall be convenient and accessible to County operations. The Physician shall provide all necessary medical equipment, supplies, and materials necessary to provide the required services as specified.

**Service Response Time:** The Offeror shall indicate days and hours open for screenings, the location of their office, and address appointment setting requirements. Please address cancellation and no-show policy. The Offeror shall indicate the ability of the physician's office to schedule appointments and produce results within a specified time frame. The County reserves the right to obtain services from other sources in the event that the Physician is unable to meet the requirements of the price agreement.

**Medical Records:** The Physician shall maintain current, confidential, detailed records of all medical services performed. Physician must also maintain detailed records in compliance with the Department of Transportation (DOT) requirements for random drug testing.

**Invoicing/Billing Statements:** The Offeror shall indicate how invoicing shall be handled. Invoices for each service

performed shall be submitted to County Human Resources for processing.

## **SCOPE OF SERVICES**

**Medical Physicals:** The Physician shall be available to perform services on identified patients as directed by the County as guided by position job descriptions. Describe method used for each part of pre-employment physical.

The Physician shall make a recommendation as to the ability of the patient to perform the physical duties required for the position and assess if there is possibility for future problems.

Physician must be willing to respond to inquiries from the patient as permitted and allowed and notify the County concerning any tests performed.

The County requests that drug and alcohol screenings be performed as soon as requested or scheduled within twenty-four (24) hours of request and post-offer performance evaluations for Detention Officers and DOT physicals be available and scheduled within three (3) days but pushed out no longer than seven (7) days.

Notification to the County of test results, including lab work, shall be required in an expeditious manner and shall not exceed three (3) days after test was conducted. Results can be reported by contacting Human Resources at 505-334-4522 or emailing -humanresources@sjcounty.net. Official paper results shall be mailed to 100 South Oliver Drive, Attn: Human Resources, Aztec, NM, 87410.

**Pre-Employment Physical and Drug Testing:** The County requires Pre-employment Physicals for Designated Positions and Drug Tests for all hired positions. Approximately 225 pre-employment physicals will be required annually. **Note:** Some applicants may be required to have a TB (tuberculosis) skin test. If the individual has a reaction to the injection or has had a previous positive reaction, a chest x-ray will be required. Authorization for a chest x-ray must be received from the County prior to performing the X-ray.

**Post-Offer Employment Evaluation for Detention Officers:** The County requires a Post-Offer Employment Position Evaluation for Detention Officers utilizing the WorkSTEPS method. Approximately 75 - 100 Detention Officer evaluation exams will be required annually – 99 were conducted in 2021.

**Sheriff's Pre-employment Physical:** The Sheriff's office requires a New Mexico Law Enforcement Academy (NMLEA) pre-employment physical for uncertified sheriff deputy applicants and out-of-state lateral applicants. The Physician, prior to performing each physical, shall review an applicant's NMLEA Medical History Statement. Approximately 5 – 15 physicals required annually.

**Commercial Driver's License (CDL) and CDL Re-certification Physical:** All County employees required to hold a CDL must maintain a current CDL medical card. Each eligible employee must be given a DOT CDL physical in accordance with and as required by the DOT. Approximately 10 new hire evaluations and 45 re-certifications are required annually. CDL re-certification physicals should be mailed to the Safety Department as indicated on the request letter.

**Random Drug and Alcohol Testing:** San Juan County will require monthly drug and alcohol testing for employees in CDL and safety-sensitive positions on a random basis and in accordance with DOT standards. There may be a need to perform post-accident drug and alcohol testing and non-DOT physicals and drug and alcohol testing. Additional testing may be required upon request from various San Juan County Departments. The testing must be conducted on-sight (field locations) as requested by the County. Additional testing may be required upon request from various County departments.

The Physician or Group shall collect urine samples (by certified staff) in accordance with Non-DOT and/or DOT standards, and/or County policy and protocol, for pre-employment and random drug tests as required. Testing can take place on-sight or at the office location specified by the County.

The Physician shall perform breath alcohol tests (by a certified breath alcohol technician) in accordance with DOT and/or County policy and protocol for random testing. Testing can take place on-sight at the field locations specified by the County. (The Offeror shall provide evidence of staff certification training and evidence of machine calibration as part of the proposal).

The Physician must have the ability to collect urine samples and conduct breath alcohol tests in response to critical time frames for post-accident and reasonable suspicion testing situations. (The Offeror shall indicate ability to perform the required services on a twenty-four (24) hour basis). Approximately ninety-five (95) tests are performed annually.

**Testing:** As the age of COVID has shown, new vaccines and testing requirements can arise. The Offeror shall provide any quote for providing services related to COVID including testing services available.



## **Vaccinations:**

**Flu Vaccination** – All employees and their qualifying dependents are given the opportunity to receive the influenza vaccination during the fall season of each year. The County offers this service to employees at various on-site locations (field locations). The administrator must be properly licensed and capable of providing this antidote and service at these locations as required. The administrator must be able to give injections to minor children as young as four (4) years of age. Approximately two hundred fifty (200) vaccines are administered annually.

**Coronavirus Vaccinations and Booster** – The County will wish to offer these vaccines.

**Hepatitis B** – The Offer shall be prepared to administer Hepatitis B series of vaccination shots and test for immunity if necessary. Approximately one-hundred (100) vaccines annually.

**Other Vaccinations** – The Offeror shall be prepared to administer additional vaccinations such as Tetanus, Yellow Fever, Pertussis, Pneumonia, Shingles, and other vaccinations as determined by the County.

**The Contractor may be required to store and track vaccines for the County.**

**Service Quantities:** Quantities of medical services required under this proposal are based on a *12-month period* and are estimates only. The County reserves the right to require (purchase) more than or less than as indicated. Services will be obtained on an as needed, when needed basis.

**Secure Areas:** The Physician and/or staff must adhere to County policies and procedures in County secure areas. (Offerors are cautioned that their employees may be subject to search and/or security clearances).

## **CONFLICT OF INTEREST.**

Please certify that no real or potential conflicts of interest are known. If there is a perceived conflict of interest, please include a statement proposing remedial actions that would be taken to eliminate it. No conflict of interest should exist which would prevent the Offeror from representing the County with respect to this proposal. Each Offeror must disclose all potential conflicts of which he or she has knowledge or which may, arise with respect to the representation of the County on this proposal, including, without limitation, any circumstances which would create the appearance of a conflict of interest. The County will disqualify potential Offerors if, in the County's sole judgment, such conflict would preclude effective representation by that Offeror.

## **CONTRACT TERM.**

The primary term of the Contract shall become effective on July 1, 2022 and end on June 30, 2023. The Contract may, upon mutual agreement of the parties, be renewed for up to three (3) additional one-year terms. The primary term and all one-year renewal options shall not exceed four (4) years (Section 13-1-150 N.M.S.A. 1978). The Contract may also be renewed for a period of less than one full year.

## **AGREEMENT TERMINATION**

In the event of a breach on any provision of the Agreement, the County shall notify the Contractor of the fault within a reasonable time. The Contractor shall have ten (10) days to respond. If the Contractor fails to respond within ten (10) days and make arrangements satisfactory to the County, the County may immediately terminate the Agreement or take other steps, as it deems necessary.

The County may terminate this Agreement at any time, without penalty of any kind, by giving at least thirty (30) days written notice to the Contractor. This Agreement is also subject to termination for non-funding pursuant to the Bateman Act, N.M.S.A. 1978, Section 6-6-11.

## **COST OF SERVICES**

**Prices Are Firm:** Medical service prices, which are offered and accepted pursuant to this solicitation, shall be firm and fixed for the initial term of the Contract.

For each annual renewal, price adjustments may be considered. Upon written request of the Contractor, and by mutual agreement of the parties, the contract prices may be renegotiated, prior to the end of one-year term. This request must be submitted in writing, along with documented reasons for the increase, and shall be submitted to the Central Purchasing Office, not later than sixty (60) days prior to the expiration of the term. The Central Purchasing Office shall notify the Contractor, in writing, of the County's acceptance and/or rejection of the requested price

increase.

No retroactive price adjustment will be allowed. The Office of Central Purchasing shall notify the Contractor in writing of its acceptance and/or rejection of the said price increase. The Contractor shall also be required to pass along to the County any price decreases during the term of the contract.

**Amendments:** The County reserves the right to amend this Contract to include additional related medical services whenever it is in the best interest of the County to do so. Amendments to add additional services shall be in writing and shall be approved by the Office of Central Purchasing. Verbal discussions or agreements shall not bind the County.

Each Offeror shall include prices for each of the following services with their Proposal Offer.

- A. Pre-employment Comprehensive Physical (Medical History/Exam):
  - Physical Exam (including Post-Offer Employment Evaluation)
  - Complete Medical History
  - Urinalysis
  - 5-panel drug screen (Non-DOT) Forensic Drug Tests\*\*
  - TB test

Post-Offer Employment Evaluation for Detention Officers (WorkSTEPS):

- Step Test
- Posture
- Flexibility
- Reflexes
- Strength
- Leg and Abdominal Testing
- Palpation
- Joint Integrity
- Inclinometry
- Static Testing – Grip Test
- Dynamic Lifting – 50 lbs.

- B. Pre-employment Abbreviated Physical:
  - Non-DOT Abbreviated Medical History
  - Abbreviated Physical Exam
  - Urinalysis
  - Lift Test

- C. CDL Re-certification Physical Exam:
  - DOT Physical
  - Urinalysis

- D. Pre-employment Urinalysis Only:

- E. Chest X-Ray: Previous positive TB reaction

- F. Chest X-Ray: TB positive reaction to TB test

- G. Sheriff's NMLEA Pre-employment Physical:
  - Pre-employment physical
  - Urinalysis
  - X-ray chest, single view
  - CBC
  - RPR
  - Lipid Panel
  - Chemistry profile 23\*
  - TB test
  - EKG 12 leads
  - Audiogram
  - Forensic Drug Test\*\*

- H. DOT Random Drug Testing – On Site or in the Office: NIDA drug screen/urinalysis BAT test

- I. Random Drug Test – On Site or in Office: BAT

J. Vaccines On-site or in Office (Influenza, Shingles, Pneumonia):  
Cost of Administering Vaccine both On-Site and In the Office

K. Other: The employee has the option of requesting the following at their own cost:  
HIV Testing  
Chemistry Profile 23\*  
Forensic Drug Test\*\*  
DS Hair Analysis

\*Chemistry Profile 23 – Please list the test performed within a Chem23.

\*\*Forensic Drug Test: - Please list the type of test you can perform, and the cost associated with the test.

NOTE: The cost of the vaccine may be adjusted to reflect Manufacturer's price increases (if applicable) and we reserve the right to purchase vaccine through our Safety Manager. Prior to acceptance of a price increase, the Contractor shall submit a written request to Central Purchasing identifying the amount of the price increase, along with a copy of the Manufacturer's notice of price increase. Should the Manufacturer's reduce the cost of the vaccine, the Contractor shall bill the County at the reduced price.

### **EVALUATION / AWARD.**

Responsive proposals will be evaluated in the following manner. Any proposal that is incomplete or deficient may be rejected before evaluation. Failure of an Offeror to respond to criteria set forth in this RFP document may result in a score of Zero (0).

Offeror's shall be prepared to respond to requests by the County to provide on-site presentations to address areas which may be deemed necessary to assist in the detailed evaluation process. All expenses associated with such presentations shall be borne by the Offeror.

**A. EVALUATION COMMITTEE.** Each responsive proposal shall be evaluated by an Evaluation Committee comprised of San Juan County personnel or representatives appointed by the Central Purchasing Office.

**B. EVALUATION CRITERIA.** The Evaluation Committee shall evaluate each responsive proposal according to the following criteria/factors:

<b><u>CRITERIA:</u></b>	<b><u>POINTS:</u></b>
1. Qualifications, experience, and demonstrated ability of the Physician to perform the required services.	<b>350</b>
2. Cost of Services.	<b>350</b>
3. Demonstrated ability of the Physician's office to manage the Price Agreement requirements; office hours/hours available; service response time/appointment scheduling; over-all time schedule for test results.	<b>150</b>
4. Geographic location of the Physician's medical facility.	<b>150</b>
5. Up to Additional 100 points to be added for In State and/or Veterans Preference	<b>100</b>
<b>TOTAL</b>	<b><u>1100</u></b>

**C. COMMITTEE'S RECOMMENDATION.** The Evaluation Committee shall rank each responsive proposal according to the numerical score achieved by the Offeror after evaluation according to the criteria. A responsive proposal from the most highly ranked Offeror will be recommended to the Board of County Commissioners or its delegate for further consideration.

**D. INVESTIGATIONS.** The County may, at its option, contact a given Offeror for clarification of its proposal or for additional information. The Offeror(s) SHALL NOT initiate discussions with the County. The County may make such investigations as necessary to determine the ability of the Offeror to meet the specifications and adhere to the terms and conditions set forth within this Request For Proposals and in the accompanying documents. The County will reject the proposal of any Offeror who is not a "responsible Offeror" as that term is defined in N.M.S.A. 1978. §§ 13-1-83.

**E. RIGHT TO DISCONTINUE PROCUREMENT.** The County reserves the right to waive minor irregularities in an Offeror's proposal. The County also reserves the right to waive mandatory requirement(s) so long as all responding vendors fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially effect the procurement. The

County reserves the right to cancel this Request for Proposals at any time, and to reject any or all proposals, or otherwise to proceed in the best interests of the County. This Request for Proposals in no manner obligates the County or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

**QUESTIONS / SUGGESTIONS.**

Questions and/or suggestions concerning this Request for Proposal shall be submitted in writing no later than seven (7) days prior to the Proposal Closing Date and shall be directed to:

Jaime Jones, Contract Analyst  
(505) 334-4548 E-Mail [jjones@sjcounty.net](mailto:jjones@sjcounty.net)

**Offerors are specifically notified that any attempt to contact any person other than the party listed above concerning this procurement, shall be cause to reject said respondent(s) from further consideration.**

**Note: Information provided in this Request for Proposals shall only be used for the purpose of submitting a Proposal Offer to the County and shall not be used, released, or disclosed for any other purpose or use.**

# PROPOSAL OF OFFEROR

**THIS FORM MUST BE COMPLETED AND RETURNED BY ALL OFFERORS**

**\* Do not reference another section within your Proposal Offer as a response.**

The following proposal is made for furnishing the following service for San Juan County, New Mexico.

## RFP #21-22-18, Pre-employment, Annual Physical Drug and Alcohol Testing

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this Proposal, and that the undersigned Offeror has read and understands the specifications and conditions of the Proposal.

The undersigned, in submitting this proposal, represents that the Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract.

The undersigned hereby proposes to perform necessary professional services upon the conditions stated in this proposal after notice of award and execution of a contract.

The rates/fees contained in our proposal are valid for ninety (90) days from the closing of the proposals unless otherwise stated here.

- If applicable, acknowledges receipt of the following Addendum(s):

Addendum No: \_\_\_\_\_ Date: \_\_\_\_\_ Addendum No: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Date: \_\_\_\_\_ Addendum No: \_\_\_\_\_ Date: \_\_\_\_\_

Respectfully submitted,

By (Individual authorized to contractually bind the Offeror):

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Offeror/Contractor Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

\_\_\_\_\_  
(E-Mail Address)

\_\_\_\_\_  
(Phone No.)



**Terri Fortner, Chairman**  
**Steve Lanier, Commission Pro Tem**  
**John Beckstead, Commissioner**  
**Michael Sullivan, Commissioner**  
**GloJean Todacheene, Commissioner**

**Shane Ferrari, Sheriff**  
**Tanya Shelby, Clerk**  
**Carol Taulbee, Treasurer**  
**Jimmy Voita, Assessor**

**SAN JUAN COUNTY**  
100 South Oliver Drive  
Aztec, NM 87410-2432

January, 2022

**ATTN: SAN JUAN COUNTY VENDORS**

Subject: Campaign Contribution Disclosure Law

To whom it may concern:

Effective May 17, 2006, state legislation requires that any prospective contractor seeking to enter in to a contract with San Juan County, must file a Campaign Contribution Disclosure Form (copy enclosed) with the County. Campaign Contribution Disclosure Forms will be required for **each** Request for Proposal submitted, sole source award, or small purchase professional service contract with San Juan County.

The Campaign Contribution Disclosure Form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions exceeding two hundred and fifty dollars (\$250), to an applicable state or local public official **prior** to execution of a contract. Campaign contributions made during the two (2) years prior to the date on which the contractor submits a proposal, or in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, requires the filing of a Campaign Contributions Disclosure Form if the campaign contribution amount exceeded \$250.

***A prospective contractor, 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. Applicable local public officials for San Juan County are listed above.***

**Failure to timely complete and return the Campaign Contribution Disclosure Form may delay or prevent business transactions with San Juan County. Should you or a family member, as defined in the Campaign Contribution Disclosure Form, make a future campaign contribution exceeding the \$250 threshold, a Campaign Contribution Disclosure Form must be completed and returned to San Juan County's Central Purchasing Office located at 213 South Oliver Drive, Aztec, New Mexico 87410.**

Please contact the Office of Central Purchasing at (505) 334-4551, Monday-Thursday, 7:00 a.m. to 5:30 p.m., should you have any questions or concerns.

Sincerely,

Diana Chapman  
Chief Purchasing Officer

Enclosure

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**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 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 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.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**"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:

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

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

Name of Applicable Public Official: \_\_\_\_\_

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)

\_\_\_\_\_  
Business Name

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE TO AN APPLICABLE PUBLIC OFFICIAL BY ME, A FAMILY MEMBER OR REPRESENTATIVE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Business Name