



**REQUEST FOR PROPOSALS**

**PROPOSAL NUMBER: 22-23-31**

**MEDICAL DIRECTION FOR FIRE & RESCUE SERVICES**

**San Juan County Fire & Rescue**

**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  
Fax: 505-334-4561  
E-Mail: [jjones@sjcounty.net](mailto:jjones@sjcounty.net)

**CLOSING DATE: May 25, 2023**  
**TIME: 5:00 p.m. (Local Time)**

NIGP Commodity/Service Code: 918.78 Medical Consulting

---

- **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.: 22-23-31

TITLE: MEDICAL DIRECTION FOR FIRE & RESCUE SERVICES

**19 PAGES (INCLUDING ACKNOWLEDGEMENT FORM, CAMPAIGN DISCLOSURE FORM, AND ATTACHMENT A -SAMPLE PROFESSIONAL SERVICES AGREEMENT)**

***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  
Contract Analyst  
(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 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

- 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:**

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

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

The proposal must be organized and sectioned in the following format and must contain, **at a minimum**, all listed items in the sequence indicated. There is no page limit.

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

- A. 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.
- B. 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.
- C. 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 amendments.
- B. Current Certificate of Insurance.
- C. Campaign Contributions Disclosure Form.
- D. New Mexico In-State / Native American Resident Business Certificate, if applicable.

Pursuant to section 13-1-21 NMSA 1978, to be considered for the 8% resident / Native American 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.  
For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951

- E. New Mexico Resident Veterans Certificate, if applicable.

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978, to be eligible for the 10% resident veterans / Native American 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.

**SECTION 3. EXPERIENCE / PAST PERFORMANCE.**

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 to show proven demonstrated service abilities and resources and expertise to execute the requirements of the specifications.

**SECTION 4. CAPACITY AND CAPABILITY.**

Each Offeror shall demonstrate the capacity and capability to perform the work, including any specialized services. Must meet the requirements of Medical Direction as defined by the NM Department of Health, Public Health Division, 7 NMAC 27.3.3

## **SECTION 5. PROFESSIONAL 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. Included qualifications for any subcontractor the Offeror has indicated to be part of this RFP. Include all areas of work that is to be performed by the subcontractor(s). Attach all licensures and board certifications in this area.

## **SECTION 6. REFERENCES.**

Proposal shall include references of a minimum three (3) current clients for which similar services have been provided. Please include the organization name, contact person, title, and telephone number. Also note types of services provided to each organization listed. The County reserves the right to contact references/clients for verification and pertinent information.

## **SECTION 8. OTHER SUPPORTING OR RESOURCE MATERIAL.**

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

## **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, direct or indirect, if necessary, in providing these services (i.e. travel time, mileage, supplies, etc.).

## **INTRODUCTION / SCOPE OF SERVICES**

The County of San Juan (hereafter "the County"), New Mexico, is soliciting proposals for the purpose of selecting an experienced and competent Offeror (Contractor) who specializes in emergency medicine and can provide medical direction for fire and rescue services for the San Juan County Fire & Rescue (SJCFR).

***Attachment A: Sample Professional Services Agreement.***

### **CONTRACT TERM.**

The primary term of the proposed contract awarded as a result of this solicitation will become effective on July 1, 2023 and end of June 30, 2024. Upon mutual agreement of the parties, the contract may be renewed for up to three (3) additional one-year terms. The primary term and all one-year renewal options shall not exceed four years (Section 13-1-150 NMSA). The contract may also be renewed for a period less than one full year.

### **SPECIFICATIONS / REQUIREMENTS.**

**\* The Offeror's proposal must be as specific as possible and address the following specifications and Requirements; submit detailed information that clearly explains and demonstrates its ability to provide the services in a safe and professional manner and shall describe its experience in emergency medicine.**

The Medical Director shall perform its obligations as deemed necessary and appropriate and the services provided shall meet all applicable standards of care of the medical profession. The Medical Director shall perform the following tasks:

- A. Medical Director services shall be provided for the San Juan County Fire & Rescue (SJCFR), the San Juan County Sheriff's Department (SJCSD), the San Juan County Communication Authority (SJCCA), and the San Juan Regional Medical Center Emergency Medicine Services (SJRMCEMS) ambulance service;
- B. Medical Director services for SJCSD shall routinely be coordinated through the SJCFR Emergency Medical Services (EMS) coordinator, or when needed, directly with the SJCSD.
- C. Medical Director services for additional smaller agencies, operating within the County or the immediate border of San Juan County, can be extended by mutual agreement between SJC & the Medical Director. Such additional medical director services shall be coordinated through the SJCFR Medical Services (EMS) coordinator.

- D. Medical Director services shall be represented equally by one or all of its contracting members in its communication and actions while acting as medical director, as described in items (A) through (D) above.
  
- E. The Medical Director shall spend approximately 210 hours per quarter (including commuting travel time) attending to multiple tasks, including, but not limited to, items (I) through (XV) listed below. However, as the needs of the above agencies listed in item (A) above evolve, additional tasks may become necessary:
  - I. Continually review, and revise as necessary, existing treatment algorithms and guidelines for BLS & ILS Fire/Rescue governing the medical aspects of patient triage, treatment, transport, transfer, dispatch, extrication, rescue and communication;
  - II. Continually review, and revise as necessary, existing treatment algorithms and guidelines for ALS & ILS Rescue governing the medical aspects of patient triage, treatment, transport, transfer, dispatch, extrication, rescue and communication;
  - III. Create, as become necessary, new treatment algorithms and guidelines for BLS & ILS Fire/Rescue governing the medical aspects of patient triage, treatment, transport, transfer, dispatch, extrication, rescue and communication;
  - IV. Create, as become necessary, new treatment algorithms and guidelines for ALS & ILS Rescue governing the medical aspects of patient triage, treatment, transport, transfer, dispatch, extrication, rescue and communication;
  - V. Continually review, and revise, or create new, as necessary, existing treatment algorithms and guidelines for:
    - a) Handling emergency treatment of a minor, especially in cases where that patient refuses treatment and transport;
    - b) Interaction with an intervening health care provider at the scene of an emergency;
    - c) Not beginning or terminating life support measures in patients with valid EMS do not resuscitate (DNR) orders, hospice protocols, other legally recognized advanced directives, and obvious signs of death;
  - VI. Establish and monitor the BLS & ILS Fire/Rescue training standards for initial and continuing medical education as submitted by the SJCFR EMS Coordinator;
  - VII. Establish and monitor the ALS & ILS Rescue training standards for initial and continuing medical education as submitted by the SJRMC EMS Director and the SJCFR EMS Coordinator;
  - VIII. Provide targeted BLS & ILS Fire/Rescue EMS education for personnel within the SJCFR and associated services;
  - IX. Provide targeted ALS & ILS Rescue EMS education for personnel within the SJRMC EMS ambulance service, and as applicable to those within the SJCFR service, as described in items (A) and (B) above;
  - X. Establish and monitor field performance standards for SJCFR and associated fire department EMS personnel by meeting at least quarterly with District EMS officers;
  - XI. Establish and monitor field performance standards for SJRMC EMS personnel by meeting at least bimonthly with SJRMC EMS director, supervisors, and staff;
  - XII. Develop and implement a system for ongoing medical audit of BLS & ILS Fire/Rescue pre-hospital patient care including:
    - a) Writing and promulgating a mechanism for receipt, investigation and resolution of medically related complaints about the EMS service;
    - b) Conduct reviews and discussions with Fire/Rescue personnel operating within the service by attending the monthly districts' EMS officers' meetings;



- c) Review the overall performance to assure compliance with protocols, algorithms and SOG's;
  - d) Advise the EMS Coordinator on all elements of the Fire/Rescue EMS program as to their medical appropriateness;
  - e) Approve the level of pre-hospital care which may be rendered locally by the EMS personnel employed by and/or volunteering with services under the Medical Direction Group's supervision;
  - f) Approve the level that each EMS provider may function at locally, regardless of an EMS provider's level of state certification or licensure;
- XIII. Develop and implement a system for ongoing medical audit of ALS & ILS Rescue pre-hospital patient care including:
- a) Writing and promulgating a mechanism for receipt, investigation and resolution of medically related complaints about the EMS service;
  - b) Conduct reviews and discussions with ALS & ILS Rescue personnel operating within the service by attending the bimonthly SJRMC EMS staff meetings;
  - c) Review the overall performance to assure compliance with protocols, algorithms and SOG's;
  - d) Advise the EMS Coordinator on all elements of the EMS program as to their medical appropriateness;
  - e) Approve the level of pre-hospital care which may be rendered locally by the EMS personnel employed by SJRMC EMS ambulance service, or while volunteering with services under the Medical Director's supervision;
  - f) Approve the level that each EMS provider may function at locally, regardless of an EMS provider's level of state certification or licensure;
- XIV. The Medical Director shall function as the liaison between SJCFR and its associated agencies, as discussed in (A) through (D) above, and other EMS system agencies, the local medical community, and medical facilities representing the medical aspects of EMS service to local, regional, and state agencies as well as local governing bodies.
- XV. The Medical Director shall schedule and meet, on an as needed basis, with the EMS officers of each of the fire districts under his authority to discuss the scope of practice issues, protocol development and implementation, performance standards, training, education, and continuing education, mutual expectations, and conflict resolution.

#### **WARRANTY OF QUALIFICATIONS.**

The Medical Director warrants that all members are licensed to practice medicine in the State of New Mexico and are board certified in Emergency Medicine. The Medical Director agrees to remain licensed and certified through the term of this Professional Services Agreement, and to immediately notify the County if a license or certification required herein is revoked or suspended.

***Each Offeror shall provide a copy of their license/certification with their proposal offer.***

#### **INDEPENDENT CONTRACTOR.**

The successful Offeror (Medical Director), and its officers, directors, agents, and employees, are independent contractors performing professional services for the County and are not employees of the County. The Medical Director shall perform its obligations as deemed necessary and appropriate and the services provided shall meet all applicable standards of care of the medical profession. The County shall not supervise or regulate the Medical Director in the day-to-day performance of services provided. The successful Offeror (Medical Director), 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 successful Offeror (Medical Director) covenants that it presently has no 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.

### **CLAIMS.**

The Medical Director shall notify the County immediately of any claims asserted against it or of its members pertaining to EMS medical direction in writing, certified mail, return receipt requested, to attention of the County Executive Officer and the County Attorney. The Medical Director shall fully cooperate with the County and the Risk Manager in defense of any claims asserted against the County.

### **RECORDS AND AUDIT.**

The Medical Director shall maintain records of services rendered, during the term of the Professional Services Agreement and for a period of three years. The records shall be subject to inspection during regular business hours by the County or its representatives, auditors, and accountants, upon request.

### **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).

- 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/points:

<b><u>CRITERIA:</u></b>	<b><u>POINTS:</u></b>
<b><u>Experience / Past Performance</u></b>	<b>350</b>
Offeror's demonstrated service capabilities and resources, experience, and expertise in the ability to provide emergency related services.	
<b><u>Capacity and Capability</u></b>	<b>100</b>
Capacity and capability of the Offeror to perform the work, including any specialized services. Must meet the requirements of Medical Direction as defined by the NM Department of Health, Public Health Division, 7 NMAC 27.3.	
<b><u>Professional Qualifications of Principal Personnel</u></b>	<b>200</b>
Licensed to practice medicine in the State of New Mexico. Board Certified in Emergency Medicine.	
<b><u>Quality, Accuracy and Completeness of the Proposal</u></b>	<b>50</b>
The quality, accuracy and completeness of the Offerors proposal in response to the RFP specifications and requirements.	
<b><u>Cost</u></b>	<b>300</b>
Lowest responsive Offeror's total cost.	
<b><u>Up to Additional 10 points to be added for In-State, Native American business and/or Resident / Native American Veterans Preference</u></b>	<b>100</b>
	<b>TOTAL: 1100</b>

#### **Method for evaluating the Price Proposal**

Price offered is responsive to the RFP requirements and instructions, and is realistic in respect to specifications and requirements. The Cost Score will be evaluated using the following equation.

$$\frac{\text{Price of Lowest Offeror}}{\text{Price of this Offeror}} \times \text{Maximum Price Score (300)} = \text{Price Score of this Offeror}$$

**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. NEGOTIATION.** Award of a contract by the Board of County Commissioners or its delegate is subject to successful negotiation of the cost of services with the most highly ranked Offeror. No contract will be awarded if fair and reasonable compensation cannot be agreed to. If an agreement cannot be reached with the most highly ranked Offeror, negotiations will be terminated with that Offeror, and negotiations undertaken with the second most highly ranked Offeror. If an agreement cannot be reached with the second most highly ranked Offeror, negotiations will be terminated with that Offeror and negotiations undertaken with the third most highly ranked Offeror, and so on pursuant to N.M.S.A. 1978 § 13-1-122. If negotiations are successful with any Offeror, the County shall publicly announce the name of the Offeror selected for award.

**E. 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.

**F. 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 affect 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  
213 South Oliver, Aztec, NM 87410  
(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.

## Proposal No. 22-23-31, Medical Direction for Fire & Rescue Services

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.)	
_____	
(Federal Tax I.D. No)	



Steve Lanier, Chairman  
John T. Beckstead, Commission Pro-Tem  
Gary McDaniel, Commissioner  
Terri Fortner, 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, 2023

**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 Procurement 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

**PROFESSIONAL SERVICES AGREEMENT  
MEDICAL DIRECTION FOR FIRE & RESCUE SERVICES  
SAN JUAN COUNTY, NEW MEXICO**

This Professional Services Agreement is entered into this \_\_\_\_day of \_\_\_\_, 2023, by and between San Juan County, New Mexico, a political subdivision of the State of New Mexico (hereinafter referred to as “the County”), and \_\_\_\_ (Company) \_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”), a \_\_\_\_\_ company authorized to provide medical direction to assist with emergency medical treatment as requested by San Juan County.

**1. SCOPE OF SERVICES.**

\_\_\_\_(Company)\_\_\_\_ shall perform the following tasks pursuant to this Professional Services Agreement:

- A. \_\_\_\_ (Company) \_\_\_\_\_ shall act as medical director for the San Juan County Fire & Rescue (SJCFR), the San Juan County Sheriff’s Department (SJCSO), the San Juan County Communication Authority (SJCCA), and the San Juan Regional Medical Center Emergency Medicine Services (SJRC EMS) ambulance service, and \_\_\_\_ (Company) \_\_\_\_\_ shall provide medical direction as requested by the County.
- B. Medical direction for SJCSO shall routinely be coordinated through the SJCFR Emergency Medical Services (EMS) coordinator, or when needed, directly with the SJCSO.
- C. (Company) shall be represented equally by one or all of its members in its communication and actions while acting as medical director, as described in items (A) through (B) above.
- D. \_\_\_\_ (Company) \_\_\_\_\_ shall spend approximately 210 hours per quarter (including commuting travel time) attending to multiple tasks, including, but not limited to, items (I) through (V) listed below. However, as the needs of the above agencies listed in item (A) above evolve, each task shall vary, and additional tasks may become necessary:
  - I. Continually review, and revise as necessary, existing treatment algorithms and guidelines for BLS & ILS Fire/Rescue governing the medical aspects of patient triage, treatment, transport, transfer, dispatch, extrication, rescue and communication;
  - II. Continually review, and revise as necessary, existing treatment algorithms and guidelines for ALS & ILS Rescue governing the medical aspects of patient triage, treatment, transport, transfer, dispatch, extrication, and communication;
  - III. Create, as become necessary, new treatment algorithms and guidelines for BLS & ILS Fire/Rescue governing the medical aspects of patient triage, treatment, transport, transfer, dispatch, extrication, rescue and communication;
  - IV. Create, as become necessary, new treatment algorithms and guidelines for ALS & ILS Rescue governing the medical aspects of patient triage, treatment, transport, transfer, dispatch, extrication, rescue and communication;
  - V. Continually review, and revise, or create new, as necessary, existing treatment algorithms and guidelines for:
    - a) Handling emergency treatment of a minor, especially in cases where that patient refuses treatment and transport;
    - b) Interaction with an intervening health care provider at the scene of an emergency;



- c) Not beginning or terminating life support measures in patients with valid EMS do not resuscitate (DNR) orders, hospice protocols, other legally recognized advanced directives, and obvious signs of death;
- VI. Establishing and monitoring the BLS & ILS Fire/Rescue training standards for initial and continuing medical education as submitted by the SJCFR EMS Coordinator;
  - VII. Establishing and monitoring the ALS & ILS Rescue training standards for initial and continuing medical education as submitted by the SJRMC EMS Director and the SJCFR EMS Coordinator;
  - VIII. Provide targeted BLS & ILS Fire/Rescue EMS education for personnel within the SJCFR and associated services;
  - IX. Provide targeted ALS & ILS Rescue EMS education for personnel within the SJRMC EMS ambulance service, and as applicable to those within the SJCFR service, as described in items (A) and (B) above;
  - X. Establish and monitor field performance standards for SJCFR and associated fire department EMS personnel by meeting at least quarterly with District EMS officers;
  - XI. Establish and monitor field performance standards for SJRMC EMS personnel by meeting at least bimonthly with SJRMC EMS director, supervisors, and staff;
  - XII. Develop and implement a system for ongoing medical audit of BLS & ILS Fire/Rescue pre-hospital patient care including:
    - a) Writing and promulgating a mechanism for receipt, investigation and resolution of medically related complaints about the EMS service;
    - b) Conduct reviews and discussions with Fire/Rescue personnel operating within the service by attending the monthly districts' EMS officers' meetings;
    - c) Review the overall performance to assure compliance with protocols, algorithms and SOG's;
    - d) Advise the EMS Coordinator on all elements of the Fire/Rescue EMS program as to their medical appropriateness;
    - e) Approve the level of pre-hospital care which may be rendered locally by the EMS personnel employed by and/or volunteering with services under the Medical Direction Group's supervision;
    - f) Approve the level that each EMS provider may function at locally, regardless of an EMS provider's level of state certification or licensure;
  - XIII. Develop and implement a system for ongoing medical audit of ALS & ILS Rescue pre-hospital patient care including:
    - a) Writing and promulgating a mechanism for receipt, investigation and resolution of medically related complaints about the EMS service;
    - b) Conduct reviews and discussions with ALS & ILS Rescue personnel operating within the service by attending the bimonthly SJRMC EMS staff meetings;
    - c) Review the overall performance to assure compliance with protocols, algorithms and SOG's;

- d) Advise the EMS Coordinator on all elements of the EMS program as to their medical appropriateness;
- e) Approve the level of pre-hospital care which may be rendered locally by the EMS personnel employed by SJRMC EMS ambulance service, or while volunteering with services under the Medical Direction Group's supervision;
- f) Approve the level that each EMS provider may function at locally regardless of an EMS provider's level of state certification or licensure;

XIV. The Medical Direction Group shall function as the liaison between SJCFR and its associated agencies, as discussed in (A) through (B) above, and other EMS system agencies, the local medical community, and medical facilities representing the medical aspects of EMS service to local, regional, and state agencies as well as local governing bodies.

XV. The Medical Direction Group shall schedule and meet, on an as needed basis, with the EMS officers of each of the fire districts under his authority to discuss the scope of practice issues, protocol development and implementation, performance standards, training, education, and continuing education, mutual expectations, and conflict resolution.

## **2. COMPENSATION.**

(Company) shall be compensated by the County at the rate of \_\_\_\_\_(\$XXX.XX) per \_\_\_\_\_, in payment for approximately 210 hours of service at a rate of \_\_\_\_\_ (\$XXX.XX) per hour for services provided under this Professional Services Agreement. Unless contrary to applicable law, (Company) shall be responsible for the payment of all federal, state, and local taxes on monies received pursuant to this Professional Services Agreement.

This \_\_\_\_\_sum of \_\_\_\_\_(\$XXX.XX) shall be paid by the County for services described above.

## **3. TERM.**

The term of this Professional Services Agreement shall be July 1, 2023 through June 30, 2024, unless terminated earlier.

## **4. INVOICES.**

(Company) shall submit to the County on a quarterly basis an invoice for payment which describes the service hours incurred in the previous quarter.

## **5. STATUS OF CONTRACTOR.**

(Company) is an independent contractor performing professional services for the County and is not an employee of the County. (Company) shall perform its obligations as deemed necessary and appropriate and the services provided shall meet all applicable standards of care of the medical profession. The County shall not supervise or regulate (Company) in the day-to-day performance of this agreement.

## **6. CLAIMS.**

(Company) shall notify the County immediately of any claims asserted against it or any of its members pertaining to medical services in writing, certified mail, return receipt requested, to attention of the County Executive Officer or the County Attorney. (Company) shall fully cooperate with the County and the Risk Manager in defense of any claims asserted against the County.

## **7. WARRANTY OF QUALIFICATIONS.**

(Company) warrants that all members are licensed to practice medicine in the State of New Mexico and are board certified in Emergency Medicine. (Company) agrees that its members shall remain licensed and

certified through the term of this Professional Services Agreement, and to immediately notify the County if a license or certification required herein is revoked or suspended.

**8. RECORDS AND AUDIT.**

(Company) shall maintain records of services rendered, during the term of the Professional Services Agreement and for a period of three years. The records shall be subject to inspection during regular business hours by the County or its representatives, auditors, and accountants, upon request.

**9. TERMINATION.**

This Professional Services Agreement may be terminated by either of the parties hereto, upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance of or failure to perform prior to the date of termination.

**10. SUCCESSORS AND ASSIGNS.**

The County and (Company), respectively, bind themselves, their members, successors, assigns and legal representatives with respect to all covenants of this Professional Services Agreement. Neither the County nor (Company) shall assign, sublet, or transfer any interest in this Professional Services Agreement without the written consent of the other.

**11. CONFIDENTIALITY.**

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

**12. APPLICABLE LAW.**

This Professional Services Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules, and regulations of the County of San Juan.

**13. MERGER/AMENDMENT.**

This Professional Services Agreement represents the entire and integrated Professional Services Agreement between the County and (Company) and supersedes all prior negotiations, representations, or agreement, written or oral which shall be deemed to have merged in this Professional Services Agreement. This Professional Services Agreement may be amended only by written instrument signed by both the County and (Company).

**14. INSURANCE.**

The (Company) shall maintain during the term of this Professional Services Agreement appropriate general liability insurance and professional liability insurance with coverage limits sufficient to protect the County from liability under the Tort Claims Act, NMSA 1978, SS 41-4-1 *et seq.* (Company) shall provide evidence of coverage upon request of the County.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement at San Juan County, New Mexico, on the date set forth below.

**SAN JUAN COUNTY, NEW MEXICO**

**(COMPANY)**

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

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

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

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