

REQUEST FOR BIDS

FURNISH MEDICAL DIRECTION

FOR THE CITY OF LOVINGTON, NEW MEXICO

The City of Lovington is requesting sealed proposals from qualified bidders interested in furnishing medical direction services for the Fire and EMS Department. The contract shall be for a period of three (3) years beginning July 1, 2015. Written proposals will be received by the City of Lovington, New Mexico, at City Hall, 214 South Love, Lovington, New Mexico 88260.

Submitted proposals will be publicly opened at 10 a.m. (MST) on June 1, 2015 at City Hall. Any proposals received after that time will be returned unopened. The fact that a proposal was dispatched will not be considered. Bids must be sealed and clearly marked on the outside "SEALED BID – MEDICAL DIRECTION".

In case of ambiguity or lack of clearness in stating proposal prices, the City of Lovington, New Mexico, reserves the right to adopt the most advantageous thereof or to reject any or all proposals and waive irregularities.

The Request for Bid, any future addenda, and all related information may be obtained from the City of Lovington's website at www.lovington.org under "Procurement" or by contacting the Finance Department, 214 S. Love St., Lovington, New Mexico, 88260, or (575) 396-2884, or by email gchapman@lovington.org.

CITY OF LOVINGTON, NEW MEXICO

James R. Williams
City Manager

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**City of Lovington
Bid Form
Medical Director – 3 Year Term**

NAME OF BIDDER _____
ADDRESS _____

TELEPHONE NUMBER _____
EMAIL _____
BID AMOUNT: \$ _____

The City of Lovington reserves the right to waive any irregularities and award, or not award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

SIGNATURE OF BIDDER _____

Mail or deliver to City Hall at 214 S. Love St., Lovington, NM 88260
Deadline: June 1, 2015 by 10:00 A.M. (MST)

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 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)

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)

BID FORM
Resident / Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

Veteran Resident Businesses:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Resident Businesses:

- I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Resident Business/Veteran Business Certificate Number: _____

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business or New Mexico Veterans' Resident Business Certificate number must be provided in order to receive preference.

Medical Director Contract

1. The City of Lovington ("City"), a provider of Emergency Medical Services (EMS) through approved personnel of the Lovington Fire Department, hereby request proposal(s) for the following Medical Director services in accordance with the approved standards of the New Mexico Health and Environment Department, Department of Health Regulation 95-02 (CHSD), the New Mexico Department of Health (NM DOH) EMS Bureau, the New Mexico Board of Pharmacy, the Federal Drug Enforcement Agency, City adopted standards of the National Fire Protection Association (NFPA), and the Fire Chief of the Lovington Fire Department.
2. The Medical Director shall occupy a unique position within the administration and supervision of the Lovington Fire Department. The Medical Director is the medical control for the Lovington Fire and EMS Department. The approved Lovington Fire Department personnel who provide approved pre-hospital emergency medical care to patient do so under the protective umbrella of the Medical Director's license. Only personnel who have been approved by the Medical Director, the EMS Coordinator, and the Fire Chief may provide pre-hospital emergency medical care representing the Fire Department and the City. Personnel approved to provide pre-hospital emergency medical care representing the Fire Department and the City of Lovington may only use skills within their licensure level, that are approved by the Medical Director, the EMS Coordinator, and the Fire Chief. Equipment used to provide pre-hospital emergency medical care by personnel representing the Fire Department and the City of Lovington must comply with relevant State of New Mexico EMS Standards and criteria established by the Medical Director, the EMS Coordinator, and the Fire Chief.
3. The Medical Director shall review EMS runs on a monthly basis (selected according to the criteria established by the Medical Director) and shall by the 10th of the following month submit to the EMS Coordinator a written Quality Assurance report. Email via the NMEMSTARS data collection system utilized by the Lovington Fire Department shall suffice as notification of Quality Assurance Reviews. The Quality Assurance report content and format shall comply with NM DOH EMS Bureau Standards.
4. At least once per quarter, the Medical Director shall conduct "case history reviews" of the local EMS care provided. These reviews shall be conducted at a pre-announced time and location approved by the Medical Director and the EMS Coordinator. All approved EMS personnel of the Fire Department shall be expected to attend these reviews. The Medical Director shall conduct these reviews with at least three objectives: (1) identifying procedures and practices to be applied, (2) identifying procedures and practices to be improved upon, (3)

identifying procedures and practices not acceptable. These reviews should be conducted in a teaching atmosphere. The Medical Director shall be ready to instruct and/or demonstrate and/or answer questions during these case history reviews.

5. It shall be the presumption that all personnel, equipment, and practices approved by the EMS Coordinator to provide pre-hospital emergency medical care representing the City of Lovington shall also be approved by the Medical Director to represent the Medical Director as Medical Control for the Fire Department, without written accord of the Medical Director.
6. The Medical Director shall notify the EMS Coordinator (in written form) of any cease and/or desist instructions relating to procedures, equipment, or personnel in the event that the Medical Director deems the procedure, equipment, or personnel can no longer be approved to operate under the protective umbrella of the Medical Director's medical license.
7. The EMS Coordinator or Fire Chief, in accordance with approved City practices, shall address Fire Department emergency medical procedures, equipment, or personnel not approved by the Medical Director.
8. The Medical Director shall be involved with the EMS Coordinator or Fire Chief in the development and execution of the Fire Departments EMS continuing education and advanced EMS skills programs.
9. The Medical Director shall develop and maintain a listing of the agreed upon formulary (fluids and medications) approved for the Lovington Fire Department Consulting Pharmacist to issue to the Lovington Fire Department. The Medical Director shall approve a Policy and Procedure Manual Regarding the Procurement, Storage, and Distribution of Legend Drug Items developed by the Lovington Fire Department Consulting Pharmacist.
10. The Medical Director shall review and keep current local EMS Written Protocols.
11. The Medical Director shall act as Fire Department Physician for the Lovington Fire Department.
12. The Fire Department Physician shall perform medical evaluations as part of the fire departments medical evaluation process for candidates and current firefighters in compliance with Federal Motor Carrier Safety Regulations 49 CFR 391.41-391.49, New Mexico OSHA Standard 202, OSHA Respirator Medical Evaluations, and City adopted NFPA standards 1001, 1500, and 1582.

13. Cost and expense related to performance of such individual medical examinations of personnel as part of the fire departments medical evaluation process for candidates and current firefighters is not included as part of this contractual agreement.
14. The fire department physician is a licensed doctor of medicine or osteopathy.
15. In the event that a physician other than the fire department physician, as part of the fire departments medical evaluation process conducts medical evaluations, the evaluation shall be reviewed and approved by the fire department physician.
16. The Medical Director shall act as medical liaison between the Lovington Fire Department and any hospital, clinic, bureau, regulatory agency, and/or medical personnel.
17. The Medical Director shall agree not to hold the City of Lovington, the Lovington Fire Department, or employees of the Lovington Fire Department responsible for errors an/or omissions of the Medical Director.
18. The City of Lovington, the Fire and EMS Department, or any employees of said organizations shall not hold the physician acting as Medical Director responsible for errors and/or omissions caused by said individuals.
19. The City agrees to reimburse the physician for any increases in the physicians malpractice insurance premiums existing during the life of this contract or any renewals or extensions thereof that directly result from his or her status as Medical Director and form the performance of prehospital medical services by the Lovington Fire and EMS Department, when said services are performed with prior approval of the City, while under the Medical Directors sponsorship.
20. Notice of said increase in premiums for malpractice insurance and all supporting information concerning said increase shall be provided to the City within fifteen (15) says of receipt of said notice by physician.
21. The Medical Director shall provide a certificate of professional liability insurance. In accordance with State of New Mexico regulations, the Medical Director must have a minimum of two hundred thousand dollars (\$200,000) per occurrence of professional liability insurance or a cash deposit of six hundred thousand dollars (\$600,000).
22. The contract period shall be from July 1, 2015 thru June 30, 2018.

23. The City or the Medical Director may terminate this agreement, by written notice to the other party of intent to terminate, thirty (30) days prior to the requested date of termination.