

Medicaid Ambulance Supplemental Payment Program Consulting Services
RFP FY24-FIRE-02
Addendum #1
Issued June 17, 2024

1. Regarding the data portal and help desk mentioned as required on page 15, what are the requirements needed here? An online portal for data reporting and auditing requirements is something the state health department would setup and maintain. To meet the requirement stated in the RFP, would it be sufficient to provide a secure FTP site or SharePoint link to store data?

Yes, that would be sufficient. We need something that we can securely communicate with the vendor on regarding the data and audits. We understand there is a state portal as well but we would like the vendor to have something that we can collaborate with first before the final submissions occur.

2. Regarding the help desk mentioned as required on page 15, would it be sufficient to be available by phone during weekly office hours?

Yes. However, we would require some sort of documentation at some point that the issue came up and resolution occurred so we can track it later if needed.

3. Is this RFP requesting assistance with one cost report per year for the entire Sandoval County Fire and Rescue, or one cost report per year for individual/separate districts managed by Sandoval County Fire and Rescue?

One year for Sandoval County Fire Rescue.

4. How many transports does Sandoval County Fire and Rescue have per year approximately?

Approximately 2,200 per year.

5. If the County would like to see additions or exclusions to a Professional Services Agreement included in the proposal, could the County please provide a copy of the agreement for our review?

Please see the attached template PSA. Exact terms and any additions or exclusions may be negotiated after the award.

6. We would like to respectfully request the County consider extending the proposal submittal deadline to June 27 to allow proposers time to consider response to questions and/or addenda. This would also allow time for implementing any changes or edits in light of those responses, process the hard copy submission, and prepare for overnight shipping.

Due to internal deadlines we cannot extend the deadline.

7. The RFP states, "All deliveries of responses via express carrier must be addressed as follows" and gives an address that includes a PO Box. Overnight carriers will not ship to a PO Box. Is there an address that can be utilized by FedEx or DHL?

Please utilize 1500 Idalia Road Bldg. D 2nd Floor, Bernalillo, NM 87004.

8. Can the response be submitted electronically?

No, as specified on point 5 on page 4 of the RFP, proposals must be delivered to the Procurement Manager at the address listed in Section I, Paragraph E2.

9. Are electronic signatures acceptable?

Yes, electronic signatures are acceptable.

10. Where there any other vendors that submitted Appendix A?

Yes, Appendix A was submitted by more than one prospective offeror.

Agreement between the Owner and the Contractor

Project :

Location:



Distribution to:

- Contractor
 Design Professional

- Project Manager
 Finance
 Other

This Agreement entered into this day of , 2024 by and between the parties as follows:

THE OWNER:

THE SANDOVAL COUNTY
FIRE & RESCUE DEPARTMENT
301 PIEDRA LISA RD, BERNALILLO,
NEW MEXICO 87004
Telephone: (505) (771-8500)
Fax: (505) (771-3323)

**THE CONTRACTOR and DESIGN BUILD
PROFESSIONAL OF RECORD:**

Vendor Name and Contact Info

This agreement is made and entered into by and between SANDOVAL COUNTY, (hereinafter the "COUNTY"), , (hereinafter the "CONTRACTOR"). Unless and until CONTRACTOR provides written notice to COUNTY of a change of address, all written notices required by this agreement may be sent to CONTRACTOR by mail to

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq*; and Procurement Code Regulations, NMAC 1.4.1 *et. seq*; the Contractor has held itself out as expert in providing and implementing the Scope of Work as contained herein and the County has selected the Contractor as the offeror most advantageous to the County; and

WHEREAS, the COUNTY desires to engage CONTRACTOR to render certain services in connection therewith, and the CONTRACTOR is willing to provide such services.

IT IS MUTALLY AGREED BETWEEN THE PARTIES:

1. TERM: This agreement becomes effective when signed by all parties and shall continue for .

2. SCOPE OF WORK:

As directed and coordinated by the Fire and Rescue Department, this CONTRACT shall be for:

3. COMPENSATION:

The COUNTY shall pay to the CONTRACTOR in full payment for services. The total amount of compensation shall NOT EXCEED _____ including New Mexico Gross Receipts Tax. CONTRACTOR must submit a detailed statement accounting for all services performed and expenses incurred. If the COUNTY finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the CONTRACTOR that payment is requested, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection to the services, and outlining steps the CONTRACTOR may take to provide remedial action. Upon certification by the COUNTY that the services have been received and accepted, payment shall be tendered to the CONTRACTOR within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the COUNTY shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. STATUS OF THE CONTRACTOR:

The CONTRACTOR, its agents, employees, and subcontractors are independent contractors performing services for the COUNTY and are not employees of the COUNTY. They shall not accrue leave, retirement, insurance, bonding, use of the COUNTY vehicles, or any other benefits afforded to employees of the COUNTY. The CONTRACTOR agrees to procure and maintain at its own expense all necessary or required insurance for itself, its agents, employees, or subcontractors. Required insurance, property certified, to the COUNTY shall include:

- (a) General Liability Insurance, Including Automobile policy with liability limits in amounts not less than \$1,000,050.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the county by the Contractor: coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Sandoval County shall be a named additional insured on the policy.
- (b) The Contractor shall comply with the provisions of the Workers' Compensation Act.
- (c) Professional liability (errors and omissions liability) for at least \$1,000,000.00 per occurrence, \$2,000,000.00 per aggregate.

All insurance requirements shall be in effect during the term of this agreement and when any work is performed under this agreement.

5. ASSIGNMENT:

The CONTRACTOR shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior approval of the COUNTY.

6. SUBCONTRACTING:

The CONTRACTOR shall not subcontract any portion of the services to be performed under this agreement without prior written approval of the COUNTY.

7. APPROPRIATIONS:

The terms of this agreement are contingent upon sufficient appropriations and authorizations being made by the Governing Body for the performance of this agreement. If sufficient appropriations and authorizations are not made, the agreement shall terminate upon written notice being given by the COUNTY to the CONTRACTOR. Such termination shall not result in any claim for payment or damages by the CONTRACTOR. The COUNTY's decision as to whether sufficient appropriations are available shall be accepted by the CONTRACTOR and shall be final.

8. RELEASE:

The CONTRACTOR, upon final payment of the amount due under this agreement, releases the COUNTY and its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this agreement. The CONTRACTOR agrees not to purport to bind the COUNTY to any obligations not assumed herein by the COUNTY unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

9. INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the County from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant, or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County by certified mail.

10. CONFLICT OF INTEREST:

The CONTRACTOR warrants that he presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance or services required under this agreement. The CONTRACTOR shall comply with statutory or ordinance provisions which relate to conflict of interest and require disclosure of amounts received under this agreement when and if such provisions become available, including the provisions of New Mexico Statutes Annotated Sections 10-16-8 and 10-16-9 (1978) and amendments thereto.

11. TERMINATION:

Except as otherwise provided herein, either party may terminate this agreement upon thirty-day written notice to the other party. Such notice of termination or any other notice shall be sent to the CONTRACTOR at the address provided by CONTRACTOR in writing at the time this agreement is executed or as the CONTRACTOR may designate in writing from time to time or the COUNTY at the following address:

County Manager
Sandoval County
P.O. Box 40
Bernalillo, NM 87004

Any notice shall be deemed received three days after depositing in the U.S. mail system.

12. AMENDMENT:

This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

13. CHANGES IN THE WORK

If a proposal to adjust the Contract Sum exceeds \$200 and if not otherwise provided in the Contract Documents, the Contractor shall provide an itemized accounting together with appropriate supporting data that include:

1. quantities and unit costs of labor;
2. quantities and unit costs of materials, including cost of transportation, whether incorporated or consumed;
3. quantities and unit utilization or rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. quantities and unit costs of premiums for all bonds and insurance, permit fees, and sales tax, use tax or similar related to the work.
5. quantities and unit costs of on-site supervision and field office personnel directly attributable to the change.
6. State Gross Receipts Tax. This shall be a line item not included in the total but, identified below the total.

14. SCOPE OF AGREEMENT:

The agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this written agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

15. APPLICABLE LAW:

This agreement shall be governed by the laws of the State of New Mexico and by the ordinances of Sandoval County.

16. NOTICE OF CIVIL AND CRIMINAL PENALTIES:

The Procurement Code, New Mexico Statutes Annotated, Section 13-1-21 through 13-1-199 (1978) and amendments thereto, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

17. EQUAL OPPORTUNITY COMPLIANCE:

The CONTRACTOR agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, the CONTRACTOR agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from employment with or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed under this agreement. If CONTRACTOR is found to be not in compliance with these requirements during the life of this agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

IN WITNESS WHEREOF, the parties have executed this agreement to become effective as of the date approved by the COUNTY, as appropriate.

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved not later than calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified for Substantial Completion, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner the amount of Dollars (\$ [redacted]) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of this Contract.

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

The Contract sum is determined as follows:

Base Amount, NOT TO EXCEEDS \$ [redacted]

Breakdown of required labor, material and performance and payment bond costs.

*Gross receipts tax (GRT) shall be incorporated in each line item of the Schedule of Values and in each approved Modification / Change Request (MCR) amount for change in the Work. During the course of the Project, any change in GRT rate will be applied to the remaining balance of Contract Sum by separate approved MCR.

**Contractor labor, material and performance and payment bond costs shall be calculated on Award Amount exclusive of GRT.

DONE IN BERNALILLO, NEW MEXICO, COUNTY OF SANDOVAL, THIS ____ DAY OF _____, 202.

Contractor

SANDOVAL COUNTY:

Authorized Rep

Wayne Johnson, County Manager

PROCUREMENT REVIEW:

Cassandra Herrera, Finance Director

APPROVED AS TO FORM:

, County Attorney