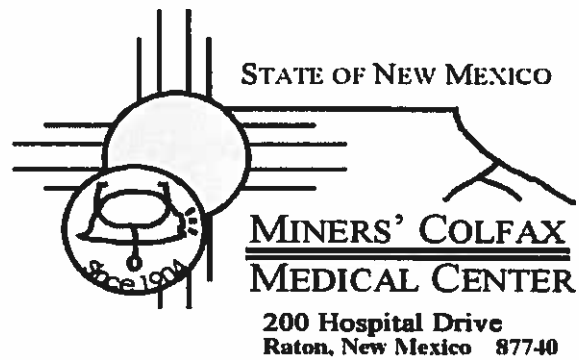


# **Miners' Colfax Medical Center**

## **Request for Proposals**



**RFP # 12-662-0100-0106**

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Miners' Colfax Medical Center  
203 Hospital Drive  
Raton, NM 87740

**ISSUE DATE: 11-07-11**

# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Miners' Colfax Medical Center ("MCMC"), is soliciting Proposals from qualified persons, firms and/or corporations, hereinafter termed "Contractor" or "Offeror", to provide the following:

### 1. Registered Ultrasonographer

Below are minimum requirements of Contractors submitting Proposals, the scope of services Contractor must provide, the requested information which Contractors submitting Proposals must provide, the evaluation criteria to be used by MCMC in evaluating Proposals, and other terms and conditions to be embodied in an agreement with the Contractor whose Proposal may be selected.

**IMPORTANT: Proposals must be delivered in a sealed envelope with the proposal number, deadline date and time, clearly indicated on the bottom left hand corner of the front of the sealed envelope.**

## B. VISION

MCMC, partnering with other healthcare providers who share our values, is and desires to continue to be a leader in providing top quality healthcare services in Northeastern New Mexico and the surrounding area. MCMC serves the miner beneficiaries of New Mexico as well as the general public.

## C. SCOPE OF WORK

See Appendix B for detailed Scope of Work.

## D. SCOPE OF PROCUREMENT

Ultrasound service shall include abdominal organ imaging, color and Doppler venous evaluation of extremities, carotid duplex, breast, pelvic, transvaginal, obstetrical, small parts, and guided procedures.

The scope of this procurement shall encompass at a minimum, the defined Scope of Work (See Appendix B).

E. PROCUREMENT MANAGER

MCMC has designated its Purchasing Agent as the primary contact and for the conduct of this procurement whose name, address and telephone numbers are listed below.

All deliveries via express carrier (including Proposal delivery) should be addressed as follows:

Patty Romero, Purchasing Agent  
Miners' Colfax Medical Center  
203 Hospital Drive  
Raton, New Mexico 87740  
Telephone: (575) 445-7794 Fax Number: (575) 445-7887  
promero@minershosp.com

Any inquiries or requests regarding this procurement should be submitted to the Purchasing Agent in writing. Offerors may contact the MCMC CFO or the Purchasing Agent regarding this Request for Proposal. Other state employees do not have the authority to respond on behalf of MCMC.

Proposals must be received by: December 02, 2011 by 2:00pm (MST)

II. GENERAL REQUIREMENTS

A. This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, 1.4.1 NMAC.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a Proposal constitutes acceptance of the Evaluation Process for this RFP.

2. Incurring Cost

Any cost incurred by an Offeror in preparation, transmittal, presentation of any Proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Amended Proposals

An Offeror may submit an amended Proposal before the deadline for receipt of Proposals. Such amended Proposals must be complete replacements for a previously submitted Proposal and must be clearly identified as such in the transmittal letter. MCMC personnel will not merge, collate, or assemble Proposal materials.

4. Offerors' Rights to Withdraw Proposal

Offerors shall be allowed to withdraw their Proposals at any time prior to the deadline for receipt of Proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the MCMC Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the Proposals is governed by the applicable procurement regulations.

5. Proposal Offer Firm

Responses to this RFP, including Proposal prices, will be considered firm for one hundred twenty (120) days after the due date for receipt of Proposals, or ninety (90) days after due date for the receipt of a best and final offer if one is solicited.

6. Disclosure of Proposal Contents

Proposals will be kept confidential until a contract is awarded. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for the material that is proprietary or confidential. The MCMC Procurement Manager will not disclose or make public any pages of a Proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. 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.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, MCMC's Purchasing Agent shall examine the Offeror's request and make a written determination that specifies which portions of the Proposal should be disclosed. Unless the Offeror takes legal 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.

7. No Obligation

This procurement in no manner obligates the State of New Mexico, any of its agencies, or MCMC, to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

8. Termination

This RFP may be canceled at any time and any and all Proposals may be rejected in whole or in part when MCMC determines such action to be in the best interest of the State of New Mexico and MCMC.

9. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. MCMC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

10. Legal Review

MCMC requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

11. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

12. Basis for Proposal

Only information supplied by MCMC in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror Proposals.

13. Offeror Qualifications

The Evaluation Committee created by MCMC (“Evaluation Committee”) may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the Proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

14. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities contained within an Proposal. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

15. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

16. MCMC Rights

MCMC reserves the right to accept all or a portion of an Offeror's Proposal.

17. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors and Contractors must secure from MCMC written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may

result in disqualification of the Offeror's Proposal or termination of the contract.

18. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of MCMC and the State of New Mexico.

19. Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of MCMC.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring MCMC's written permission.

20. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

21. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of this RFP in the Offeror's possession and the version maintained by MCMC, the version maintained by MCMC shall govern.

### **III. RESPONSE FORMAT AND ORGANIZATION**

A. NUMBER OF RESPONSES

Offerors shall submit only one Proposal.

**Proposals must be received by: December 02, 2011 by 2:00pm (MST)**

The Evaluation Committee will review the Proposals within ten (10) days after Proposal deadline.

**B. NUMBER OF COPIES**

Offerors shall deliver three (3) identical copies of their Proposal to the location specified in Section I, Paragraph E of this RFP, on or before the closing date and time for receipt of Proposals.

**C. PROPOSAL FORMAT**

All Proposals must be typewritten on standard 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

**1. Proposal Organization**

Within each section of their Proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the Proposal. All discussion of proposed costs, rates or expenses must occur with the cost response form.

Any Proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A Proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the Proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's Proposal.

**2. Letter of Transmittal**

Each Proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;

- e) Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph 1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.

**B. Cost**

Offerors must complete the Cost Proposal listed in Appendix A. New Mexico gross receipts taxes (on labor only) must be shown separately on the invoice.

**C. Oral Presentation**

Discussions may be conducted with Offerors submitting Proposals determined to be reasonably susceptible of being selected for award. However, Proposals may be accepted without affording Offerors the opportunity for such discussions.

**D. Evaluation Criteria**

MCMC shall use the following criteria in evaluating Proposals. The relative weight of the evaluation criteria is set forth to the left of the criteria.

30% Availability of Offeror to provide services as requested.

20% The amount of lead-time required.

50% Cost (Including associated costs).

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**E. Campaign Contribution Disclosure Form**

Offeror must complete and sign the Campaign Contribution Form – whether any applicable contribution has been made or not. This form must be submitted with your Proposal whether an applicable contribution has been made or not.

## 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 OUT BY ANY PROSPECTIVE Contractor WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR 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

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

\_\_\_\_\_  
Date

**—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

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

\_\_\_\_\_  
Date

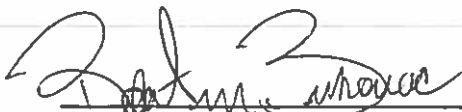


**APPENDIX B  
SCOPE OF WORK**

1. PROVIDE ULTRASOUND SERVICES TO MINERS COLFAX MEDICAL CENTER.
2. ULTRASOUND SERVICE SHALL INCLUDE ABDOMINAL ORGAN IMAGING, COLOR AND DOPPLER VENOUS EVALUATION OF EXTREMITIES, CAROTID DUPLEX, BREAST, PELVIC, TRANSVAGINAL, OBSTETRICAL, SMALL PARTS, AND GUIDED PROCEDURES.
3. ADDITIONAL SERVICES SHALL INCLUDE POLICY DEVELOPMENT FOR ULTRASOUND, QUALITY ASSURANCE/PERFORMANCE IMPROVEMENT (QA/PI) PROGRAM FOR THE ULTRASOUND DEPARTMENT THAT IS INTEGRATED IN THE HOSPITAL WIDE QA/PI PROGRAM.
4. COVERAGE SHALL BE PROVIDED BY A REGISTERED ULTRASONOGRAPHER.
5. CONTRACTOR SHALL PROVIDE PROOF OF MEDICAL LIABILITY AND SHALL MAINTAIN MALPRACTICE COVERAGE FOR THE DURATION OF THE CONTRACT.
6. COVERAGE SHALL BE FOR 24 HOURS PER DAY, SEVEN DAYS A WEEK. COVERAGE MAY BE DIVIDED BETWEEN ON-SITE COVERAGE AND CALL. WHEN ON CALL, THE CONTRACTOR WILL BE REQUIRED TO REPORT TO THE HOSPITAL WITHIN 30 MINUTES OF BEING NOTIFIED.
7. A REASONABLE AMOUNT OF TIME OFF MAY BE NEGOTIATED WITH MCMC ADMINISTRATION. HOWEVER, OVER A 365 DAY PERIOD, COVERAGE SHALL BE NO LESS THAN 6,900 HOURS BETWEEN A COMBINATION OF ON-SITE COVERAGE AND CALL.
8. CONTRACTOR SHALL PROVIDE A MONTHLY SCHEDULE OF COVERAGE AND TIME OFF BY THE 22ND OF THE MONTH PRIOR.

  
\_\_\_\_\_  
APPROVED - INTERIM CFO

11/7/11  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
APPROVED - ANCILLARY MANAGER

11/7/11  
\_\_\_\_\_  
DATE