Bernalillo County

Request for Qualifications

RFQ# 06-27-DC

Multi-Award for Nonprofit Organizations and Services in Bernalillo County

Non-Mandatory Pre-proposal MS Teams Meeting:
Wednesday, September 2, 2026, 10:00 am (local time)

Offerors may join by Video: Click here to join the meeting
https://teams.microsoft.com/meet/258131618901940?p=fqCF6HAzz2aeBgEDdg
Meeting ID: 258 131 618 901 940
Passcode: c6EG9Pb6
or
Call in (audio only): 1 505-225-7962, Phone Conference ID 452 271 939#

Deadline for Receipt of Proposals: **September 23, 2026, 4:00 p.m. (local time)**

The County eProcurement System will not allow Proposals to be submitted after this date and time.

Prepared by: David Conkle

Bernalillo County

Purchasing Section

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS

The Bernalillo County ("County") Purchasing Section of the Procurement and Business Services Department ("Purchasing") is requesting proposals for the establishment of qualification-based capital projects solicited by county nonprofit organizations. All Offerors are encouraged to read this Request for Qualifications carefully, especially the mandatory requirements.

Funding for projects sought by Bernalillo County nonprofit organizations have come to Bernalillo County government to serve as the fiscal agent and project owner. The State of New Mexico requires that in order to maintain compliance with the anti-donation clause (Article IX, Section 14 of the NM State Constitution), any capital outlay appropriation intended for a third-party nonprofit that comes to Bernalillo County must be awarded to, and administered and owned by, Bernalillo County.

Administration of funds involving a nonprofit agency must include a method of procurement when a nonprofit entity is intended to receive the funding, which this Request for Qualification fulfills.

It is the intent of the County to issue a multiple award to establish a pool of qualified nonprofit organizations. Qualified nonprofits with designated capital outlay appropriations will enter into Third Party Agreements to facilitate projects that are undertaken. Bernalillo County reserves the right to decline serving as a fiscal agent to a capital grant appropriated to an intended nonprofit organization.

B. SUMMARY SCOPE OF WORK

The County expects capital projects requested by nonprofit organizations to be beneficial to programs and services that are in line with county goals and strategies.

Capital project funding is defined in Section IV. Scope of Work.

In order to establish a pool of qualified nonprofit providers who seek capital funding to enhance programs, it is the intent of the County to issue multiple awards for each of the following Bernalillo County strategic goals. Refer to Section II.C.6 of the RFQ document for procedures that will be followed for the selection of future services.

Detailed information for each of the categories listed below is provided in Section IV. Scope of Work.

<u>Category 1</u> – Housing

<u>Category 2</u> – Behavioral Health

<u>Category 3</u> – Economic Development

<u>Category 4</u> – Public Safety

<u>Category 5</u> – Miscellaneous.

C. BACKGROUND

This annual solicitation allows Bernalillo County to vet and approve capital projects that the County can manage and oversee and that are beneficial to programs and services that align with the County's overall strategic goals of improving the quality of life for residents.

Nonprofits must understand that they conduct their own lobbying. In addition, nonprofits must understand that the County has the right to decline to support a project that is ill-conceived, causes undue burdens on staff, and/or violates the anti-donation clause.

1. OUTCOMES OF INTEREST
   - Individual Level - Improved outcomes and quality of life;
   - System Level - Improved access to quality programs and services; and
   - Community Level – Improved community health; lower healthcare, housing, and criminal justice costs.
2. POPULATIONS OF FOCUS – PERSONS SERVED

   Bernalillo County expects programs and services to be culturally and linguistically appropriate and directed to the vulnerable residents of our community.

   Vulnerable populations include people who are economically disadvantaged, are homeless or precariously housed, are racial and ethnic minorities, are transition aged youth, are LGBTQ, those who have experienced multiple ACEs, violence, persecution or other victimization, those with a substance use disorder (SUD), adults experiencing severe mental illness (SMI), youth experiencing severe emotional disturbance (SED), those experiencing a substance-use disorder (SUD), those experiencing a Co-Occurring Disorder (COD), and those who are at risk for institutional or residential care.
3. ELIGIBILITY

   Eligible Offerors are nonprofit organizations that hold current 501 (c) (3) status, as defined by the Office of the New Mexico Secretary of State (https://www.sos.state.nm.us/business-services/start-a-business/domestic-nm-non-profit-corporation/)

D. PROCUREMENT MANAGER CONTACT

Any inquiries or requests regarding this procurement should be submitted in writing to the designated Procurement Manager listed below. Attempts to contact anyone other than the Procurement Manager that the prospective Offeror believes can influence the procurement decision, i.e., Elected Officials, County Manager, Evaluation Committee Members, etc., may lead to immediate elimination from further consideration. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposals.

David Conkle, Purchasing Administrator
Bernalillo County Purchasing
415 Silver Ave. SW, 6th Floor
Albuquerque, New Mexico 87102

Telephone: (505) 364-3481
E-mail dconkle@bernco.gov

E. DEFINITION OF TERMINOLOGY

This Section contains definitions that are used throughout this Request for Pre-Qualification (RFQ), including appropriate abbreviations.

“Addendum” means a change, addition or supplement to the information provided in this RFQ document.

“Agreement” means a duly executed and legally binding contract.

“Contractor” means successful Offeror.

“Confidential” shall mean confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7 or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. As one example, no information that could be obtained from a source outside this request for Qualifications can be considered confidential information.

“County” shall refer to the County of Bernalillo, New Mexico.

“Central Purchasing Office” means the County Purchasing Section.

“County Purchasing Section” means the purchasing agent for the County of Bernalillo, New Mexico, or a designated representative thereof.

“Desirable” means the terms “may”, “can”, “should”, “preferably”, or “prefers” identifies a desirable or a discretionary item or factor for the Department to determine.

“Determination” means the written documentation of a decision of a procurement manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains.

“Evaluation Committee" means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager on behalf of the Selection Committee that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the RFQ and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Selection Committee.

“Local Business Preference” means a business that holds a valid Resident Business/Contractor certificate issued by the State of New Mexico Taxation and Revenue Department and maintains an office and place of business in Bernalillo County, which is staffed and open to the public on a regular basis. If necessary, the County may seek additional information or proof to verify eligibility for the Local Business Preference, pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367.

“Mandatory” means the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offerors proposal, without exception.

“Minor Technical Irregularities” means anything in the pre-qualification that does not affect the price quality and quantity or any other mandatory requirement.

“Notice of Award” shall mean a formal written notice by the Purchasing Section.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Ordinance” means the Bernalillo County Procurement Ordinance, Chapter 2, Article V, Division 1 – 3 (§2-356 through 2-402).

“Pay Equity Preference” means any business that maintain a zero percent (0%) deviation between the salaries paid to men and salaries paid to women for comparable positions, as reported in the Pay Equity Reporting form that has been submitted by the Offeror.

“Preference Limitations” means the total amount of all preferences applied including the applicable State of New Mexico preferences, for the purchase of Tangible Personal Property, Services or Construction in any single award shall not exceed 15%, with the limit on State of New Mexico preferences as set forth under the New Mexico State Procurement Code. When applying the Bernalillo County preferences as set forth in Ordinance §2-367, the total dollar amount of Bernalillo County preferences shall never exceed $150,000.00.

“Procurement Manager” means the person or designee authorized by the Purchasing Section to manage or administer procurements requiring the evaluation of competitive sealed proposals.

“Purchase Order” means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

“Request for Qualifications” or “RFQ” means all documents, including those attached or incorporated by reference, used for soliciting Qualifications.

“Resident Business Preference” means a business that has a valid resident business certificate issued by the New Mexico Taxation and Revenue Department pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367 but does not include a resident veteran business.

“Resident Veteran Business Preference” means a business that has a valid resident veteran business certificate issued by the New Mexico Taxation and Revenue Department pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367.

“Responsible Offeror” means a business entity or individual who has the ability to fulfill the solicitation expectations and requirements, including but not limited to financial and technical capacity to perform the requirement of the solicitation and subsequent Contract.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals, including all mandatory requirements and all of its requirements including all form and substance.

“Selection Committee” means a team established to evaluate proposals, conduct interviews, and assist with negotiations during proposal evaluation for a specific product or services. Teams typically represent the functional areas to be addressed in the discussions. The Procurement Manager shall provide only technical assistance requested by the committee.

“Small Business Preference” means a business that has a Local Business Preference eligibility documentation as well as an affidavit from a Certified Public Accountant (CPA) affirming that the business employs an average of fewer than 50 full-time employees in a calendar year. Ordinance 2-367.

“User Department” means a county department, office, unit or staff member for which procurement services are provided.

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II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFQ outlines and describes the major events of the Selection Process and specifies general requirements.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1	Issue of RFQ	County Purchasing Section	August 23, 2026
2.	Non-mandatory Pre-Qualification Conference	Purchasing, /Selection Committee, Offerors	September 2 2026
3	Deadline to Submit Questions, due 10:00 a.m.	Potential Offeror	September 16, 2026
4.	Response to Written Questions/RFQ	Purchasing, /Selection Committee	September 18, 2026
5.	Submission of Proposal	Offerors	September 23, 2026
6.	Proposal Evaluation	Selection Committee	Week of October 28.2026
7.	Status Notification of Finalist(s)/Non-Finalist(s)	Purchasing Section	TBD
8.	Interviews (if applicable)	Selection Committee, Finalists	TBD
9.	Contract Negotiations	Purchasing /Selection Committee	TBD
10.	Award	Bernalillo County Commission	TBD

B. EXPLANATION OF EVENTS

1. Distribution of RFQ Document - This RFQ is issued by the Purchasing Section in accordance with the provisions of Ordinance §2-365 and 2-395. The Purchasing Section is the only organization who is authorized to make copies and/or distribute this RFQ in any format. A distribution list of those who receive the RFQ will be maintained throughout the procurement process and will become part of the procurement file. Receipt of a Proposal from Offerors not included on the distribution list shall result in immediate disqualification and Proposal shall be rejected. Additional copies of the RFQ can be obtained from the Procurement Manager.

   Pre-Proposal Conference - A Non-Mandatory Pre-proposal Conference will be held as indicated in the sequence of events beginning at 10:00 a.m. Mountain Standard Time/Daylight Time on MS Teams only. To participate, join the meeting on your computer, mobile app or room device: click here to join https://teams.microsoft.com/meet/258131618901940?p=fqCF6HAzz2aeBgEDdg , Meeting ID: 258 131 618 901 940 , Passcode: c6EG9Pb6 or by phone (audio only): (Dial-in Number): 1-505-225-7962, Phone Conference ID 452 271 939#.

   Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.

2. Questions/Clarifications Prior to Pre-Proposal Conference - Potential Offerors are encouraged to submit written questions in advance of the conference at https://bernco.bonfirehub.com/Opportunities. Perspective Offerors must register with the County's public purchasing portal at https://bernco.bonfirehub.com (the "Portal") and

initiate the communication electronically through the Opportunity Q&A at https://bernco.bonfirehub.com/Opportunities. **The County will not accept any communications by any other means, except as specifically stated in this RFQ.**

The identity of the perspective Offeror submitting the question(s) will not be shared. All written questions will be addressed at the conference. A public log will be kept of the names of perspective Offerors that attended the conference.

3. Response to Written Questions - An Addendum will be issued in response to written questions. If the RFQ requires a time extension, the proposal submission date will be changed as part of the written Addendum. Any Addendum issued prior to the submittal deadline shall become a part of the RFQ.

4. Deadline to Submit Additional Written Questions **-** Prospective Offerors may submit additional written questions via the County's public purchasing portal at **https://**bernco.bonfirehub.com (the "Portal") and initiate the communication electronically through the Opportunity Q&A, https://bernco.bonfirehub.com/Opportunities **until 10:00 am Mountain Standard Time/Daylight Time on September 16, 2026** as indicated in the sequence of events. Questions shall be clearly labeled and shall cite the Section(s) in the RFQ or other document which form the basis for the question.

5. Response to Written Additional Questions - An Addendum will be issued in response to additional written questions and will be distributed to all recipients of the original RFQ. If the RFQ requires a time extension, the proposal submission date will be changed as part of the written Addendum. Any Addendum issued prior to the submittal deadline shall become a part of the RFQ. The identity of the perspective Offeror submitting the question(s) will not be shared.

6. Submission of Proposal **–** All Offeror proposals must be received for review and evaluation, **no later than 4:00 PM Mountain Standard Time/Daylight Time on September 23, 2026**. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, etc. using the eProcurement System at https://bernco.bonfirehub.com/login. If you do not have a username and password, please register as this is the only method to submit electronically at https://bernco.bonfirehub.com. on the Portal.

   All proposals must be received by the County's Purchasing Section as specified herein. Failure to comply with the submission requirements shall cause for the County to deem the proposal submittal nonresponsive.

C. EVALUATION PROCESS

The Evaluation Process section contains specific information about the process of evaluating Offeror proposals.

1. Notice of Non-Responsiveness - For any proposal submitted which is deemed non-responsive the Offeror will be notified in writing of such determination by the Purchasing Section.

2. Selection Process - The Selection Committee will review each Offerors proposal. Points will be allocated, as outlined in Section VI of this RFQ, by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal through oral presentations (interview) or the provision of information (either orally or written) deemed necessary to assist in the evaluation process. However, proposals may be accepted and evaluated without such discussion.

Discussions SHALL NOT be initiated by the Offerors. Offerors are advised that the Selection Committee, at its option, may enter into the negotiation process with the highest ranked Offeror on the basis of the evaluation of the written proposals only, and may not require discussion and/or interviews. Upon completion of the selection process, the Selection Committee shall recommend award of contract to the County Commission or their designee for approval. Each responsive Offeror will be notified in writing as to their status following the selection process.

3. Status Notification of Finalists/Non-Finalists – Each responsive Offeror will be notified in writing about the status of their proposal. This notification will include information regarding whether their proposal has been selected for the interview, negotiation process or award. Finalists will be those Offerors whose proposals have been selected to continue in either the interview, negotiation process or award. Non-finalists are those Offerors whose proposals have not been selected to continue in either the interview, negotiation process or award.

4. Best and Final Offers – Offeror(s) may be asked to submit revisions to their proposals for the purpose of obtaining the best and final offers. Revisions may be for clarification of the proposal or to get the best price or for both. When applicable, the notification to Finalist(s) who have been selected to submit a best and final offer will include the date and time, the best and final offer must be submitted.

5. Interviews with Finalists – If applicable the notices for the Finalists who have been selected for interviews will include the interview date and time. The interview location is at the discretion of the Selection Committee. Interview questions will be sent to finalists prior to interview by the Purchasing Section. Interview scoring will total 100 points. Each member's point totals will be translated into a numeric ranking of all interviewed Finalists. The individual member rankings will be totaled together to determine the overall ranking of Finalists.

   Rankings for the evaluation of written proposals are weighted 45% and ranking from the interviews are weighted 55% in determining the final selection as shown in Appendix A. The Offeror with the highest combined ranking (lowest numerical score) from the interview shall be recommended for award.

6. Negotiations – The County will begin negotiations with the highest ranked Offeror(s) following Finalist notification. Actual fees shall be negotiated based upon specific services, reimbursable expenses, and specific successful Offeror requirements. If negotiations are successful, the County shall prepare an Agreement for approval by the County Commission or its designee. If an agreement on terms cannot be reached within a reasonable time the County shall terminate negotiations and begin negotiations with the next firm on the ranking list. This process will continue until an Agreement has been negotiated with one of the firms on the ranking list. If an Agreement cannot be negotiated with the firms on the ranking list, the County may choose to negotiate with other qualified Offerors scored by the Committee or to terminate negotiations.

D. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions, and instructions which govern this procurement.

1. Protests - In accordance with Procurement Ordinance, §2-385, §2-367 and applicable procurement regulations, any Offeror who is aggrieved in connection with a solicitation, application of preferences and or award of an Agreement may protest to the Procurement and Business Services Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Annie Baca, Procurement and Business Services Director
Purchasing Section, 6th floor
415 Silver Ave. SW
Albuquerque, NM 87102

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. Incurring Cost - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFQ shall be borne solely by the Offeror.

3. Application of Preferences - To ensure adequate consideration and application of Preferences pursuant to §13-1-21, NMSA 1978 and Ordinance 2-367, Offerors must include a copy of their State of New Mexico preference certificate and any additional documentation required for the County preferences with their proposal. Offerors are not eligible to receive both a Resident Business/Contractor Preference and a Resident Veteran Business/Contractor preference. The Preferences shall not apply when the expenditures for this RFQ includes federal funds. See Appendix B for explanation and application for Preference eligibility.

4. Pay Equity Documentation - **All Offerors shall include with their proposal submittal, a Pay Equity Reporting Form, or valid Pay Equity Business Certificate, which can be accessed at www.bernco.gov/general-services/pay-equity.aspx.**

   Offerors who are located out-of-state or have no facilities and no employees working in the State of New Mexico are not required to report pay equity data but must verify their out-of-state status on the Pay Equity Reporting Form. Failure to provide a Pay Equity Reporting Form at the time of submission may result in the Offer being deemed nonresponsive. The County may allow for a revised Pay Equity Reporting Form to be submitted by the Offeror within 24 business hours of the proposal due date and time if; (i) the originally submitted form requires a technical change; or (ii) the Offeror fails to include a Pay Equity Reporting Form at the time of submission, provided that the Offeror submits the Pay Equity Reporting Form within the 24 hour business period.

   NOTE: THE REQUIRED PAY EQUITY REPORTING FORM IS NOT A PAY EQUITY BUSINESS CERTIFICATE, NOR DOES IT QUALIFY AN OFFEROR FOR THE PAY EQUITY PREFERENCE. FOR QUESTIONS ON HOW TO OBTAIN A PAY EQUITY BUSINESS CERTIFICATE AND QUALIFY FOR THE PREFERENCE, PLEASE CONTACT THE PROCUREMENT MANAGER IN SECTION I.C BY TELEPHONE: (505) 364-3481 OR EMAIL: dconkle@bernco.gov.

5. Subcontractors - The successful Offeror is responsible for performance by any subcontractor providing Services in connection with this RFQ; payments to a subcontractor(s) is the responsibility of the successful Offeror. The successful Offeror is solely responsible for fulfillment of the contract agreement resulting from this RFQ.

6. 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. Purchasing Section personnel will not collate or assemble proposal materials.

7. Right to Reject Proposal - The County reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused the County to incur unreasonable costs or expense, failed to complete on time an agreement of a similar

nature, or who is not in a position to perform the work governed by this RFQ.

8. Offerors Rights to Withdraw Proposal - Offerors will 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 Offerors duly authorized representative addressed to the Director of the Purchasing Section. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Director of the Purchasing Section.

9. Disclosure of Proposal Contents - A public log will be kept of the names of all Offerors which submitted proposals. The proposals and documents pertaining to the proposals will be kept confidential throughout the duration of the procurement process and until a contract is awarded. At that time, all proposals will be open to the public, except for the material which has been previously noted and deemed as proprietary or confidential.

10. Confidentiality/Public Records - Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as trade secrets in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7 NMSA 1978, or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. With the exception of the aforementioned, information and materials received by the County in connection with this RFQ response shall be deemed to be public records, subject to public inspection, upon award of the RFQ and execution of an Agreement by the County Commission or their designee. If the Offeror believes any of the information contained in its response is exempt from the Inspection of Public Records Act (NMSA 1978, Chapter 14, Article 2), then the Offeror must identify the material deemed to be exempt and cite the legal authority for the exemption. Any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

    The County’s determination of whether an exemption applies shall be final, and the Offeror agrees to defend indemnify and hold harmless the County elected officials, employees and agents against any loss or damages incurred by any person or entity as a result of the County’s treatment of records as public records.

11. Cancellation - This RFQ may be canceled at any time and any and all proposals may be rejected in whole or in part when the Director of the Purchasing Section determines such action to be in the best interest of the County.

12. Sufficient Appropriation - Any Agreement awarded as a result of this RFQ process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effective by sending written notice to the Contractor. The County’s decision as to whether sufficient appropriations and authorizations are available is in the sole discretion of the County and shall be final and binding upon the Contractor.

    If the determination is made that there is insufficient funding to continue or finalize the services the Contractor will be compensated to the level of effort performed, as authorized by the County prior to that determination.

13. Code of Conduct - The successful Offeror shall abide by the Code of Conduct (https://www.bernco.gov/compliance-office/bernalillo-county-code-of-conduct/) of the County as it applies to the successful Offeror’s interactions with the County. Any violation of the Code of Conduct shall be considered a breach of the Agreement (a draft of the proposed Agreement is included in Section VII).

14. Acceptance of Conditions Governing the Procurement - Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II, in the Submittal Letter Form. Submission of a proposal constitutes acceptance of all conditions

contained herein including the evaluation factors contained in Section VI.

15. Standard Agreement - A draft copy of the proposed Agreement to be entered into is included in Section VII. However, the County reserves the right to negotiate with the successful Offeror provisions in addition to those contained in this RFQ. The contents of this RFQ, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Agreement.
16. Offeror Qualifications - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFQ. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Ordinance §2-358 (oo) and (pp).
17. Right to Waive Minor Irregularities - The Purchasing Section reserves the right to waive minor irregularities. The Purchasing Section also reserves the right to waive mandatory requirements if all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Purchasing Section.
18. Notice - The County Ordinance and the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
19. Release of Information - Only the County is authorized to release information covered by this RFQ. The Offerors must refer to the County any requests to release any information that pertains to the work or activities covered by any action or award related to this RFQ.
20. Ownership of Documents - Any specifications, and other project documents are the property of the County.
21. Costs Incurred in Responding - This solicitation does not commit the County to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
22. Proposal Firm Offer - It is anticipated that an Agreement will be awarded within 90 days after receipt of proposals. Responses to this RFQ will be considered firm for that time frame. The anticipated Agreement term will be for a one (1) year period.
23. Insurance Requirements - Insurance is required of the Contractor within the limits identified in the Proposed Draft Agreement, Paragraph 15, attached hereto.
24. Proof of licensing - The County reserves the right to request proof of licensing for which licensure by the State of New Mexico or another agency is required, (e.g., Professional Architect/Engineer Number, State Bar Member Number, Contractor, etc.).
25. W-9 Information - Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the County is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the successful Offeror; according to Federal Income Tax Law (Internal Revenue Code, Section 3406), failure to furnish this information promptly and correctly (within 30 days) may result in a $50.00 penalty imposed by the Internal Revenue Service. In addition, the Internal Revenue Service may require the County to withhold 28% or payments made, if the information is not furnished by the successful Offeror.

    If the successful Offeror's business is classified as a corporation, tax-exempt organization, government agency, or other exempt payee, the County will not file an Annual Information Return (Form 1088 Misc.) on your behalf. However, the law requires your TIN in addition to informing the County of payee type. If classified as an individual or sole proprietor, the TIN is your Social Security Number; otherwise, your Federal

Employer Identification Number serves as your TIN.

26. Applicable Law - This procurement and any Agreement that may result from this procurement shall be governed by the laws of the State of New Mexico.

27. Unfair Business Practices - A system or pattern of acts or practices that a relevant federal or enforcement agency has made a formal finding within the last three years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the New Mexico Unfair Practices Act, NMSA 1978, §57-12-1 et seq, or an applicable federal or other state consumer protection law relating to the subject matter of the procurement) or that has violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.

    The County finds that it is a priority to protect its interests and the public's trust by conducting its business with partners that are committed to and consistently demonstrate engaging in fair and responsible business practices. The general purpose and intent of the New Mexico Unfair Practices Act is to ensure to the maximum extent practicable that contracting practices support conducting government business with partners who are committed to and consistently demonstrate engaging in fair and responsible business practices and avoid conducting its business with partners that engage in criminal or systematic deceptive, fraudulent or abusive business practices.

    Offerors must submit with their proposal the completed "Unfair Business Practices Disclosure Form" found in Appendix E. Failure to complete and return the signed unaltered form may result in disqualification.

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III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offerors responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors may submit in Bonfire (eProcurement System) only one (1) electronic proposal by the Offeror, for one or more of the Categories 1-10, which is the subject of this RFQ.

B. PROPOSAL FORMAT

Format. Each file uploaded to the eProcurement System shall be in Optical Character Recognition (OCR) searchable PDF format unless otherwise indicated. Do not encrypt files and do not password protect the documents submitted.

Offeror's Technical Proposal

Appendix F:

a. Provide detailed information for all sections of the application. All questions are those posed by the N.M. Department of Finance and Administration if a project is approved in Bernalillo County's annual Infrastructure Capital Improvement Plan.

Supporting Documentation

Material listed below must be uploaded as a separate file in Bonfire. Material excluded from the five (5) page maximum count shall include and shall be limited to:

1. Table of Contents (one page maximum)
2. Appendix C Submittal Letter Form
3. Certificate(s) of insurance
4. Certificates for Preferences (if applicable): Refer to Appendix B "Application of Preferences in the RFQ.
5. Appendix D Campaign Contribution Disclosure Form
6. Appendix E Unfair Business Practices Disclosure Form
7. Pay Equity Form
8. Proof of 501 (c) (3) status

C. PROPOSAL ORGANIZATION

The proposal is to be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

Group A:

1. Appendix F "Bernalillo County Capital Project Request Form"

   A. Response to proposal requirements in Section V. "Submittal Requirements" of the RFQ.

   B. Additional Required Materials (if applicable) as identified in Section V. "Submittal Requirements" of the RFQ.

Group B:

2. Appendix C "Submittal Letter Form"

   Proposals must be accompanied by this form, which contains the following information:

A. Identity of the submitting business, including name and address of organization, firm, or Department and nature of organization (individual, partnership or corporation, private or public, profit or non-profit);

B. Identifies the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFQ;

C. Identifies the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFQ and person(s) to be contacted for negotiations.

D. Acknowledges receipt of any and all Addendums to this RFQ;

E. By signing the form, the Offeror is explicitly indicating the following:

1. Acceptance of Conditions Governing the Procurement as stated in Section II of this RFQ.

2. A concurrence to comply with the Pay Equity Reporting Requirements as stated in Section II of this RFQ.

3. A commitment to comply and act in accordance with the following:

- Federal Executive Orders relating to the enforcement of civil rights;
- New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights;
- Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;
- Executive Order No. 11246, Equal Opportunity in Federal Employment;
- Title 6, Civil Rights Act of 1964;
- Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFQ.

The signature on the form must be from a person authorized to contractually obligate the Offeror.

3. Appendix D “Campaign Contribution Form”

In accordance with Appendix D, Offeror’s must comply with Procurement Ordinance, Chapter 2, Article V, Division 1-3, Section 2-390 (b), pertaining to the disclosure of campaign contributions made to an applicable public official of a local public body.

Offeror(s) shall submit the “Campaign Contribution Disclosure Form” with their proposal submittal. Any Offeror who fails to comply with this requirement will be disqualified, no exceptions. NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.

4. Appendix E “Unfair Business Practices Disclosure Form”

Failure to complete and return the signed unaltered form may result in disqualification.

5. Pay Equity Form

Refer to Section II.D.4. of the RFQ document for instructions on obtaining the form.

6. Certificates for Preferences (if applicable)

Refer to Appendix B “Application of Preferences in the RFQ.

Documents must be uploaded into the appropriate Requested Information Tab in Bonfire

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IV. SCOPE OF WORK

A. General Information

This request for proposal is a multiple award for nonprofit organizations providing a variety of social services, educational, health, and community development programs and other related professional services that can contribute to Bernalillo County's strategic goals in the areas of housing, economic development, behavioral health, and public safety. It is the intent of the County to issue a multiple award for each of the five (5) categories listed below, in order to establish a pool of qualified providers for future services.

Capital assets must be owned by the state or a political subdivision of the state. If a capital asset is leased to a non-governmental entity, the fiscal agent for the project must submit documentation identifying the owner of the asset and certifying the asset will be leased at fair market value and appropriately maintained.

If the project is a local economic development project, it must represent a public-private partnership under the Local Economic Development Act.

WHAT IS CAPITAL OUTLAY?

The Property Control Act defines a "capital outlay project" as the acquisition, improvement, alteration or reconstruction of assets of a long-term character that are intended to continue to be held or used, including land, buildings, machinery, furniture and equipment. A capital outlay project includes all proposed expenditures related to the entire undertaking.

Because Bernalillo County is acting as a fiscal agent to RFQ finalists and must own all assets, the following are capital outlay items that the County will support as long as they meet the State of New Mexico's Manual of Model Accounting Practices (MAPs), Section 6 (2ai and 2aii).

i. Capital Asset Expenditure: Capital Asset Expenditures are funds used to acquire or improve physical assets such as property, buildings, or equipment. The statutory threshold is $5,000 per Section 12-6-10 NMSA 1978. Expenditures below $5,000 that are incurred as part of a building construction or improvement will be considered capital asset expenditures as those aggregate expenditures determine the final value of the asset.

ii. ii. Pursuant to GASB Implementation Guide No. 2021-1, assets should be capitalized if the aggregate acquisition cost is deemed significant at the time of purchase, even if the individual cost falls below the state's threshold of $5,000. Beginning with fiscal year 2025, the significant threshold related to aggregate capital asset acquisition for all state agencies is $200,000. If a similar grouping of capital asset acquisitions exceeds this amount in total at the time of purchase, the acquisition should be capitalized. (For example, if an agency acquires 100 computers at a cost of $2,500 each, the aggregate value would be $250,000 and would need to be capitalized.)

https://www.nmdfa.state.nm.us/wp-content/uploads/2025/07/Model_Accounting_Practices_Manual___2026.pdf

WHAT DOES NOT QUALIFY AS CAPITAL OUTLAY?

Capital outlay funding cannot be used for operating expenses; salaries; materials and supplies; events, brochures, pamphlets and publications; and retroactive reimbursements of previous purchases.

B. Requirements

Organizations responding to this Request for Proposal must provide services in one of the following areas:

Category 1 – Housing

Category 2 – Behavioral Health

Category 3 – Economic Development

Category 4 – Public Safety

Category 5 – Miscellaneous

V. SUBMITTAL REQUIREMENTS

Offerors will be evaluated and scored based on the submittal requirements in paragraphs A-D below. Offerors should sufficiently address and provide detailed responses for the category submitting a proposal for as outlined in Section IV. Scope of Work.

A. **Professional and Technical Competence** of the business, including a joint venture or association, regarding the type of services required

1. Key personnel qualifications and experience – executives, financial and program managers, data managers and supervisors. Describe the qualifications and experience of the key personnel that may be assigned to potential future work such that those qualifications demonstrate prior experience on work of a similar nature.
2. Include the qualifications and experience of licensed professionals who will be directly responsible for the work or have a supervisory role.
3. Include names and titles of all paraprofessionals expected to be used on potential future projects.
4. Prior experience with the County shall be noted for each of the individuals. List applicable experience of the provider. Include the date the provider was established doing business under its current name, and most recent audit and/or annual report as an addendum.
5. Include if your organization has received any letters of correction in your most recent contract cycle, if contracted with Bernalillo County

B. **Capacity and Capability** of the organization, including any consultants, their representatives, qualifications, and locations, to perform the work for Categories 1-10 as outlined in Section IV. Scope of Work.

C. **Past Record of Performance** with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules

1. Past Performance - Discuss past performance by the provider on Bernalillo County programs and projects or related work for other agencies/clients of a similar nature. Emphasize the type of service(s) provided, person served, performance matrix, contract compliance and any notices/letters of correction.
2. References – Provide references and/or recommendations by other governmental agencies or clients on work of a directly related nature

D. Two Letters of Support

VI. EVALUATION CRITERIA

A. **Selection Process:** A Selection Committee that may include internal and external members has been selected for the purposes of evaluating the proposals. On the basis of the evaluation criteria established in this RFQ, the Selection Committee shall submit to the Purchasing Manager a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFQ are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Selection Committee. Offerors should be prepared to respond to requests by the Purchasing Manager on behalf of the Selection Committee for clarification, best and final offers, finalist interviews, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the County, at its option, may award this request on the basis of the evaluation of the initial offers without conducting interviews.

B. **Evaluation Criteria:** A maximum total of 200 points are possible in scoring each proposal for the evaluation. A brief explanation of each evaluation criteria and the corresponding point values for each is listed below. Information in one criterion may overlap with information in other criteria. Offerors are encouraged to fully address each criteria completely, as points are assigned for responses to each separately. The evaluation criteria to be used by the Selection Committee for the proposal and the corresponding point values for each criteria are as follows:

C. **Evaluation Factors:** As outlined in Section V.

	EVALUATION FACTOR: Appendix F	**POINTS**
1.	**Professional and Technical Competence**	**25**
2.	**Capacity and Capability**	**25**
3.	**Past Record of Performance**	**25**
4.	**Two Letters of Support**	**25**
5.	**Nonprofit Capital Outlay Application**	**100**
		Total Possible Points200

D. **Interviews (applicable to Finalists only)**

If an interview is held, the Purchasing Manager will distribute questions and instructions to the finalists prior to the scheduled interview. A maximum total of **200** points are possible in scoring each interview for this RFQ. The Selection Committee may, at their discretion, request additional clarification as to the contents of the RFQ submittal from any of the Offeror(s).

E. **Application of Preferences (Point-Based):** The preference points shall be calculated by multiplying the applicable preference percentage (see Appendix B for applicable preference percentage) by the "Total Possible Points" in Section VI. C above. Only those Offerors who provide the required preference certificate in accordance with Section II.D.3 and Appendix B, will receive additional points, which will be added to their already evaluated score.

Application of Preferences (Weight-Based): (applicable only if an interview is held): Rankings for the evaluation of written proposals are weighted 45% and ranking from the interviews are weighted 55% in determining the final selection as shown in Appendix A. The preference points shall be calculated by multiplying the applicable preference percentage (see Appendix B for applicable preference percentage) by the “weighted points”. Only those Offerors who provide the required preference certificate in accordance with Section II.D.3 and Appendix B, will receive additional points, which will be added to their already evaluated score.

Note: if an interview is not held, the preference points will be based on the “Total Points” of Section C only.

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SECTION VII

PROPOSED DRAFT MASTER SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this __________day of _________________, 2026, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and ____, (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for Multi-Award for Nonprofit Organizations and Services in Bernalillo County, RFP No.____________, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated _____________ 2026, in response to RFP ___________, Category ________attached hereto as Exhibit B; and

WHEREAS, this Master Service Agreement consists of the following documents as Exhibits/Appendices by reference and are all incorporated and made a part herein of the Agreement.

1. Exhibit A–County Request for Proposals (RFP) No. _________
2. Exhibit B–Contractor's Proposal/Submittal
3. Appendix G–Service Request Form
   - Attachment A –State of NM Grant Agreement
   - Attachment B–Vehicle and Equipment Lease Agreement (if applicable)
   - Attachment B.1 Items Purchased/Lease Agreement

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

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services

The Contractor agrees to provide the services in accordance with the steps described below:

A. The Contractor will abide by the county's capital outlay process. If the contractor's project is approved by the county commission in the annual Infrastructure Capital Improvement Plan (ICIP), the project shall be assigned an ICIP identification number after the County submits the County's ICIP to the NM Department of Finance and Administration's ICIP portal.

B. If the State of NM grants the County the funds, Attachment A "State of NM Grant Agreement" will be executed between the State and the County and incorporated herein as an attachment to Appendix G–Service Request Form.

If the State of NM does not grant the County the funds this "Master Service Agreement" shall automatically terminate without the need for further action from either party. Next steps do not apply.

C. Attachment B. "Vehicle and Equipment Lease Agreement" (if applicable) will be executed between the Contractor and the County and incorporated herein as an attachment to Appendix G–Service Request Form.

D. Attachment B.1 will be a record of all items purchased with the grant (Attachment A).

E. Appendix G “Service Request Form” will be executed between the Contractor and the County and incorporated herein and made part of this agreement.

2. Term

This Agreement shall become effective upon the date of final execution and shall terminate upon the end date identified in the awarded grant agreement referred to as Attachment A “State of NM Grant Agreement”, incorporated herein as an attachment to Appendix G–Service Request Form.

3. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor’s obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:	The official address of the Contractor is:
The County Purchasing Section	___________________________________
415 Silver Ave. SW, 6th Floor	___________________________________
Albuquerque, NM 87102	___________________________________

6. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Bernalillo County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Bernalillo County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

The Contractor expressly understands and agrees that funding arising under this agreement is contingent upon receipt of funds from the State of New Mexico. In the event that such funding is not approved by the State of New Mexico, the agreement shall automatically terminate without the need for further action from either party.

7. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

8. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

9. Compensation and Method of Payment

The compensation and method of payment will be identified in Appendix G “Service Request Form”. The Contractor will provide services as identified and in accordance with Exhibit B.

10. Independent Contractor

Neither the Contractor nor its employees are employees of the County for any purpose whatsoever. The Contractor is an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to

ny of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, because of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

11. Personnel

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.

B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state, and local laws to perform such services.

C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

10. Indemnity

Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.

11. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data, and information, as the County may request pertaining to matters covered by this Agreement.

14. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. Insurance

Insurance is required when the County and Contractor enter into a Services Request From (Appendix I). The limits are identified in the Service Request Form and shall be maintained during the life of the Service Request issuance.

A. Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

C. Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. If the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

16. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

17. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials, 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 obligation 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.

18. Confidentiality

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

19. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

20. Scope of Agreement

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

21. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 5 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 5 herein.

22. Code of Conduct

The Contractor agrees to abide by the Code of Conduct (www.bernco.gov/code_of_conduct) of the County as it applies to Contractor's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of this Agreement.

23. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal, and county laws, rules and ordinances.

23. Unfair Business Practices

Pursuant to and in accordance with Ordinance §2-376, and the Unfair Business Practices Disclosure Form submitted by the Contractor in Exhibit B, attached hereto, the Contractor agrees to the following:

A. It has not participated in Unfair Business Practices as defined in the Unfair Business Practices Disclosure Form included in Exhibit B

B. That during the term of this Agreement, the Contractor shall report all Unfair Business Practices violations to the Procurement and Business Services Department.

C. This Agreement may be terminated because of its engaging in Unfair Business Practices.

25. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

26. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. 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.

27. Applicable Law

This Agreement shall be governed by the laws of the state of New Mexico.

28. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto.

29. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

30. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

31. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

32. Penalties

The Ordinance, §2-356 through 2-402, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

33. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

34. Approval Required

This Agreement shall not become effective or binding until approved by the Bernalillo County Commission or designee.

35. Facsimile/Electronic Signature

A signature sent by facsimile or electronically shall have the same legal effect as if the original has been signed in person. This provision will apply to all documents associated with this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the last date of execution shown below.

APPROVED AS TO FORM

____
County Legal Date

BERNALILLO COUNTY

____
County Manager Date

CONTRACTOR

____
Signature Date

By:________________

____
Title

____
NM Taxpayer Identification Number

____
Federal Taxpayer Identification No.

APPENDIX A

Final Ranking

Rankings for the evaluation of written proposals are weighted 45% and rankings from the interviews are weighted 55% in determining the final selection. The combined weighted rankings of written proposals and the interview determine the final rankings. The firm with the highest ranking (lowest numerical total) shall be awarded the selection. A sample of the selection ranking determination is given below.

Proposal Submittal (45%)		Interview (55%)	Final Ranking
Firm A 1st	3rd	(1 x .45)+(3 x .55)=2.1	3
Firm B 3rd	1st	(3 x .45)+(1 x .55)=1.9*	1
Firm C 2nd	2nd	(2 x .45)+(2 x .55)=2.0	2

*Highest ranking (lowest numeric total) is awarded the selection.

All overall committee rankings, including written proposals, interview, and final rankings are public record and will be available for public inspection after final award of the project. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring, for a tie at first.

Scoring	Numerical Ranking
Firm A Tie	(1st + 2nd/2) = 1.5
Firm B Tie	(1st + 2nd/2) = 1.5
Firm C 3rd	= 3

A tie for first, at the end of the final rankings shall be broken by a separate ranking by the Selection Committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the Chair of the Selection Committee shall break the tie.

Point Calculations

All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Selection Committee, with all members in attendance.

APPENDIX B
Application of Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended) and County Ordinance 2-367 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

Offerors must submit a valid preference certificate issued by the Taxation and Revenue Department with their Proposal. If the required preference certificate is submitted, the following preferences shall apply:

- State Resident Business: means a business that has a valid Resident business certificate issued by the New Mexico Taxation and Revenue Department pursuant to 13-1-22, NMSA 1978.
- State Resident Veteran Business: means a Business that has a valid Veteran Resident Business certificate issued by the New Mexico Taxation and Revenue Department pursuant to 13-1-22, NMSA 1978.

Application of Preferences (Point-Based)

- ➢ five (5) percent of the total possible points (State Resident Business)
- ➢ ten percent of the total possible points (State Resident Veteran Business)

Application of Preferences (Weight-Based)

- ➢ five (5) percent of the total weight (State Resident Business)
- ➢ ten percent of the total weight (State Veteran Resident Business)

Offerors are not eligible to receive both a Resident Contractor preference and a Resident Veteran Contractor preference.

County Preferences shall be applied as follows:

- Local Business means a business that holds a valid Resident Business/Contractor certificate from the New Mexico Taxation and Revenue Department pursuant to 13-1-22, NMSA 1978 and maintains an office and place of business in Bernalillo County, which is staffed and open to the public on a regular basis, subject to verification by the County.
    - ➢ five percent shall be applied to a qualified proposal.
- Small Business shall mean a Local Business which employs an average of fewer than fifty (50) full-time employees in a calendar year, which number shall be verified by **submittal of an affidavit from a Certified Public Accountant.**
    - ➢ five percent shall be applied to a qualified proposal.
- Pay Equity Business means any business that maintains a zero percent (0%) deviation of between the salaries paid to men and salaries paid to women for comparable positions, as reported in the Pay Equity Reporting form that has been submitted by each Offeror. For purposes of this definition, comparable positions are those listed in the Job Classification Guide 2010 (as may be updated and amended from time to time) published by the federal Equal Employment Opportunity Commission.

  The City of Albuquerque ("COA"), Bernalillo County, and the Albuquerque Bernalillo County Water Utility Authority have created a collaborative Gender Pay Equity Initiative.

  To be eligible for the Pay Equity preference, the Offeror must, at the time of RFQ submittal, hold a valid Pay Equity Business Certificate ("Certificate) issued by the City of Albuquerque.

The Certificate will be issued upon completion of a signed Pay Equity Reporting form, which must be submitted with the proposal. See Section II.D.4 for additional information.

- five percent shall be applied to a qualified proposal that at the time of submittal holds a valid Pay Equity Business Certificate issued by the COA on behalf of the County.

If necessary, the Central Purchasing Office may seek additional information or proof to verify a local business eligibility for a local preference.

Only the Offeror submitting proposal and not a subcontractor may qualify for a preference.

Limitation (percentage): The total amount of all preferences applied including the applicable State preference, for the purchase of Tangible Personal Property, Services or Construction in any single award shall not exceed 15%, with the limit on State preferences as set forth under the New Mexico State Procurement Code.

County Preference Limitation (dollar amount): When applying the County preferences, the total dollar amount of County preferences shall never exceed $150,000.00.

Protests: The procedures provided in the Ordinance governing protests and judicial review apply to a protest concerning the awarding of a Contract in violation of eligibility and application of the preference.

Application of preferences shall not apply when the expenditure includes federal funds for the specific purchase is involved, or when the expenditure of grant funds includes a condition of which prohibits a local preference.

APPENDIX G

MULTI-AWARD TO NON-PROFIT ORGANIZATIONS
SERVICE REQUEST FORM
RFQ #_______________

Contractor:

____

Service Request Number_______________

Amendment No. ________to Service Request No. ______________

Service Request Term: _____________________

This Service Request is issued under the approval of the Bernalillo County Commission under the terms and conditions of the Master Agreement dated ______________, CCN__________.

Bernalillo County is in receipt of Capital Outlay funds in the amounts of $______________________from Grant # __________________(if applicable).

This Service Request consists of the documents listed below and will be incorporated as they are fully executed:

- **Attachment A** – State of NM Capital Grant Agreement
- **Attachment B** – Vehicle and Equipment Lease Agreement
- **Attachment B.1** – Items Purchased/Lease Agreement

The County and the Contractor have executed this Service Request Form. Work shall not proceed without a Purchase Order.

CONTRACTOR:

____________________________________ ____________________
Signature Date

____
Printed name of Contractor

COUNTY OF BERNALILLO:

____________________________________ ____________________
County Program Manager Date

____________________________________ ____________________
Procurement & Business Services Representative Date