

Bernalillo County
Request for Proposal # 12-27-SS
Occupational Medical Health Services



Non-Mandatory Pre-Proposal Conference September 09, 2026: 10:00 am (MST)

Deadline for Receipt of Proposals: October 07, 2026, 4:00 p.m. (MST)

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

Prepared by:
Bernalillo County
Purchasing Section
August 2026

TABLE OF CONTENTS	PAGE
I. INTRODUCTION	
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	3
B. SUMMARY SCOPE OF WORK	3
C. PROCUREMENT MANAGER	3
D. DEFINITION OF TERMINOLOGY	3-5
II. CONDITIONS GOVERNING THE PROCUREMENT	
A. SEQUENCE OF EVENTS	6
B. EXPLANATION OF EVENTS	6-7
C. EVALUATION PROCESS	7-8
D. GENERAL REQUIREMENTS	8-11
III. RESPONSE FORMAT AND ORGANIZATION	
A. NUMBER OF RESPONSES	12
B. PROPOSAL FORMAT	12
C. PROPOSAL ORGANIZATION	12-14
IV. SCOPE OF WORK	14
V. SUBMITTAL REQUIREMENTS	14-21
VI. EVALUATION CRITERIA	21-24
VII. PROPOSED DRAFT AGREEMENT	25-34
APPENDIX A - RANKING INFORMATION	35
APPENDIX B - APPLICATION OF PREFERENCES	36-37

APPENDICIES BELOW ARE REFERENCED IN THIS RFP AND UPLOADED SEPARATELY

APPENDIX C - SUBMITTAL LETTER FORM

APPENDIX D - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX E - UNFAIR BUSINESS PRACTICES DISCLOSURE FORM

ATTACHMENT A - PRICING FORM

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Bernalillo County ("County") Purchasing Section of the Procurement and Business Services Department ("Purchasing") is soliciting proposals from Offerors to provide occupational medical health related services to the County and their employee population.

B. SUMMARY SCOPE OF WORK

The Bernalillo County ("County") Purchasing Section of the Procurement and Business Services Department ("Purchasing") is soliciting proposals from Offerors to provide Occupational Medical Health Services including but not limited to, medical services for on-the-job injuries, pre-employment screenings, fitness for duty evaluations, OSHA governed physicals, vaccinations, and screenings, related recommendations, and support and direction to the County.

C. 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.

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

Telephone: (505) 527-2326
Fax: (505) 468-7067
E-mail ssecrist@bernco.gov

D. DEFINITION OF TERMINOLOGY

This Section contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

"Addendum" means a change, addition or supplement to the information provided in this RFP 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 proposals 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 RFP 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 or Native American 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 proposal 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 18%, 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 set forth in Ordinance §2-367, the total dollar amount of Bernalillo County preferences shall never exceed \$180,000.00.

“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 Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Resident Business Preference” means a business that has a valid resident or Native American 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 or native American 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.

THIS SPACE INTENTIONALLY LEFT BLANK

II. **CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP 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
Issue of RFP	County Purchasing Section	August 31, 2026
Pre-Proposal Conference	Purchasing/Committee/Offerors	September 09, 2026
Deadline to Submit Questions Due 10:00 A.M.	Potential Offerors	September 16, 2026
Written Response to Questions	Purchasing/Committee	September 23, 2026
Submission of Proposal	Offerors	October 07, 2026
Proposal Evaluation	Committee	November 09, 2026
Status Notification: Finalist(s)/non-finalist(s)	Purchasing	TBD
Interviews (if applicable)	Committee/Finalist	TBD
Contract Negotiations	Purchasing/Selection Committee	TBD
Award	Bernalillo County Commission	TBD

B. **EXPLANATION OF EVENTS**

1. Distribution of RFP Document – This RFP 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 RFP in any format. A distribution list of those who receive the RFP 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 RFP can be obtained from the Procurement Manager.
2. 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 on MS Teams only. To participate, join the meeting by phone, (Dial-In Number): 1-505-225-7962. Phone conference ID: 170 632 38#. Meeting ID: 275 977 674 780 60, Passcode: r7Jz9V84. Attendance at the pre-proposal conference **is not** a prerequisite for submission of a proposal.
3. Deadline to Submit Written Questions – Prospective Offerors may submit 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 as indicated in the sequence of events. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis for the question.

The identity of the perspective Offeror submitting the question(s) will not be shared. A public log will be kept of the names of perspective Offerors that attended the conference.
4. Response to Written Questions – An Addendum will be issued in response to written questions. If the RFP 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 RFP.
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 RFP. If

the RFP 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 RFP.

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 October 07, 2026. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost 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 be cause for the County to determine 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 RFP, 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 the 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 or not 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 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.

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 RFP 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 RFP 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) 527-2326 OR EMAIL: ssecrist@bernco.gov

5. Subcontractors - The successful Offeror is responsible for performance by any subcontractor providing Services in connection with this RFP; payments to a subcontractor(s) are the responsibility of the successful Offeror. The successful Offeror is solely responsible for fulfillment of the contract agreement resulting from this RFP.
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 RFP.
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 RFP response shall be deemed to be public records, subject to public inspection, upon award of the RFP 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 RFP may be canceled at any time and any and all proposals may be rejected as a 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 RFP 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 RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the 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 RFP. 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 kickbacks.
19. Release of Information - Only the County is authorized to release information covered by this RFP. 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 RFP.
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 RFP will be considered firm for that time frame. The anticipated Agreement term is for two (2) years with an option to renew for two additional two (2) years periods. Not to exceed six (6) years.
23. Insurance Requirements - Insurance is required of the Contractor in 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% of 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.**

THIS SECTION INTENTIONALLY LEFT BLANK

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 only one (1) proposal.

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

The proposal must be limited in format and length. The length of the Proposal shall be limited to a maximum of four hundred (400) pages (printed sheet faces) of text and/or graphic material.

Supporting Documentation

Material excluded from the four hundred (400) page maximum count shall include and shall be limited to:

Proposal Summary (one page maximum)
Submittal Letter Form
Certificate(s) of insurance
Resident Business Certificate
Resident Veteran Business Certificate
Campaign Contribution Disclosure Form
Unfair Business Practices Disclosure Form
Pay Equity Reporting Form

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE, SHALL BE COUNTED TOWARDS THE FOUR HUNDRED (400) PAGE MAXIMUM.

C. PROPOSAL ORGANIZATION

The proposal is to be organized and indexed in the following format, uploaded to Euna Procurement into the appropriate Requested Information Tab, and must contain, as a minimum, all listed items in the sequence indicated.

Group A

1. Offeror's Technical Proposal (DO NOT INCLUDE COST, RATES, EXPENSES, OR OPERATION FEE)
 - A. Response to Submittal Requirements (Section V.)
 - B. Additional Required Materials (if applicable) as identified in Section V. (Submittal Requirements)
 - C. Proposal Summary (Optional)

Proposal documents must be uploaded into the appropriate Requested Information Tab.

Group B

1. Submittal Letter Form. Proposals must be accompanied by a Submittal Letter Form (Appendix C), 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 RFP.
- C. Identifies the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP and person(s) to be contacted for negotiations.
- D. Acknowledges receipt of any and all Addendums to this RFP.
- E. By signing the form, the Offeror is explicitly indicating the following:
 - i. Acceptance of Conditions Governing the Procurement as stated in Section II of this RFP.
 - ii. A concurrence to comply with the Pay Equity Reporting Requirements as stated in Section II of this RFP.
 - iii. 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 RFP.
 - iv. Signature on the form must be from a person authorized to contractually obligate the Offeror.

2. "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 exception. NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.

- 3. "Unfair Business Practices Disclosure Form" found in Appendix E. **Failure to complete and return the signed unaltered form may result in disqualification.**
- 4. Pay Equity Reporting Form (Section II, D)
- 5. Resident Business Certificate or Resident Veteran Business Certificate (see Section II.D.3 and Appendix B for additional information).

Group C

- 1. Attachment A – Pricing Form
- 2. Offeror's Additional Terms and Conditions*

*If no exceptions or modifications have been included and Offeror has explicitly indicated acceptance on the "Submittal Letter" and no additional proposed Terms and Conditions are included, so state on a single sheet, following the tabbed divider.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All discussion of proposed costs, rates or expenses must be uploaded separately into the appropriate Requested Information Tab within Euna Procurement.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix and counted towards the four hundred (400) page maximum.

IV. SCOPE OF WORK

The Bernalillo County Risk Management and Human Resources Departments are seeking proposals for Occupational Medical Services. Services shall include but are not limited to medical services for on-the-job injuries / illnesses, pre-employment screenings, fitness for duty evaluations, OSHA governed physicals, vaccinations, and screenings, related recommendations, and support and direction to the County.

Bernalillo County has approximately 3000 employees with a seasonal increase of about 500 in the summer months. Job types include, but are not limited to, Corrections Officers, Sheriff's Deputies, Firefighters, Emergency Communication Operators, Animal Care Officers, Mechanics, Heavy Equipment Operators, Facility Maintenance trades, Custodians, Environmental Health Scientists, Vector Control Technicians, Aquatics Technicians, Community Center staff, Emergency Management, Zoning and Public Housing Inspectors, and office-based staff.

Each year approximately 800-1000 post job offer physicals could be required. Historically, Bernalillo County has experienced 300-375 on-the-job injuries / illnesses each year. Reported injuries / illnesses will require at least an initial assessment visit to the Occupational Medicine Provider, to determine the diagnosis, as well as the outlined medical treatment plan. In the State of New Mexico, the Statutory requirements and the Workers Compensation Act will be followed and adhered to as it pertains to treatment under the Act. OSHA Physicals for Firefighters occur as required by NM State NMAC 11.5.2.10 - Firefighting. Fitness for Duty evaluations occur periodically, as does the need for medical consultation after a suspected blood-borne pathogen exposure.

V. SUBMITTAL REQUIREMENTS

A. OPERATIONS, STAFF, AND FACILITIES

1. Provide a profile of company history including the length of time in business, number of employees, organizational structure, availability of adequate personnel and resources.
2. Provide a description of your firm's work practices, guiding philosophies, and the unique value-added features that will benefit the County being sure to describe your organization's operational approach, core principles, and the distinct advantages your services offer to the County.
3. Describe in a detailed narrative your qualifications to meet the Scope of Work set forth in this RFP to include the following.
 - A. Your staff experience to meet the Scope of Work set forth in this RFP.
 - i. Possess adequate knowledge of medical screening restrictions and requirements of the latest editions of regulations and guidelines which are applicable to the County, i.e. the Americans with Disabilities Act (ADA), the Rehabilitation Act, the U.S. Department of Health and Human Services, Mandatory Guidelines of Federal Workplace Drug Testing Programs, the National Institute on Drug Abuse, US Department of Transportation (Workplace Drug testing program), Occupational Safety and Health Administration (OSHA), etc.
 - ii. Physicians and other medically qualified professional staff, through education, certification, and experience. Such staff must provide in a cost-effective manner, reasonable and comprehensive medical care for Bernalillo County Risk Management Department and Workers' Compensation (WC) cases, the Human Resource Department's employment requirements, and other areas as identified by the County. Include: resumes of all Physicians, primary and secondary Administrators, and other key support staff and copies of credentials and qualifications of proposed staff and key personnel to be assigned, including length of time with company, education, and experience in Occupational Medicine.

B. Your ability to provide the following items:

- i. General medical support and direction and make recommendations to the County as appropriate.
- ii. Workers' compensation professional staff to ensure continuous operations and to provide same-day injury evaluation capacity; after hours coverage; and a dedicated occupational health coordinator.
- iii. Schedule all non-emergency appointments so that the waiting time does not exceed thirty 30 minutes. This includes but is not limited to:
 1. Medical examinations
 2. Vaccinations
 3. Injections
 4. Drug urinalysis screenings
 5. Post offer examination
- iv. Ability to identify, if applicable, current patients, that may be current County employees or applicants, and establish a procedure approved by the County which reduces or eliminates a potential conflict of interest.
- v. Establish an intake process for both walk in and scheduled appointments, which identifies all employees and applicants prior to providing medical care:
 1. Ensure employees have appropriate identification or the contractor has received written or verbal permission from County employees who are approved to conduct business on behalf of the County.
 2. Require state-issued identification or a driver's license (with picture) for drug screening applicants.
 3. Include as part of the intake information and documentation:
 - a. Name of patient
 - b. Social Security number
 - c. Name of Supervisor (exception is new hires)
 - d. Date of visit or injury
 - e. County authorization form (new hires only)
 - f. Release of information waiver
- vi. Assign a primary and secondary Administrator who will be primarily responsible for the County's account and services, and function as a liaison with Bernalillo County. The designated Administrator and back-up must be familiar with the contract and able to perform all tasks required daily.
- vii. Schedule meetings, as required, at no additional cost to the County, with Human Resources, Risk Management, or other designated staff to resolve problems and address concerns. When necessary and appropriate, allow County Representatives to be present at Contractor's staff meetings to discuss County issues.
- viii. Identify all individuals, Partners, Corporation, Associates and Subcontractors who will be involved in providing services needed to meet the requirements of this proposal.
- ix. Describe your facilities, staff, size, location, and other major medical equipment to be utilized in performing the specified services.
 1. Description of adequate facilities.

2. Inventory and modern medical diagnostic and treatment equipment, and equipment such as audiometric booth and quantitative fit testing system required for OSHA governed programs such as hearing conservation, respiratory protection, etc.
- x. Describe in detail your system capabilities to submit post offer requests for applicants.
 1. Describe your full process from initiation to how results are received.
 2. Describe how and who can set up appointments online.
 3. Describe the integration options with Workday.
- xi. Identify the length of time in detail for results to be received by County for each of the services to be provided.

B. RISK MANAGEMENT

1. Provide an overview of your firm's approach to service delivery, key operational philosophies, and any features that enhance value to the County for Worker's Compensation services. In addition, include information on the following areas:
 - A. Develop and implement a plan which is approved by the County to:
 - i. Provide comprehensive medical care for employees who receive on-the-job injuries or occupational diseases.
 - ii. Provide oversight and case management for these patients.
 1. Include all outside referrals to specialists and facilities and set appointments when possible.
 2. Provide consultation and recommendations to the Risk Management Department.
 3. Monitor prescriptions.
 4. Secure an appointment with the appropriate specialist, physician, etc. appointment within five (5) working days prior to leaving facility.
 - iii. Recommend and utilize approved specialists and facilities for referrals, when appropriate and after receiving approval from the Risk Management Department and/or TPA.
 - iv. The County, or Third-Party Administrator acting on behalf of County, and the contractor will mutually agree on the specialists and facilities to be used for referrals and may include but are not limited to the following:
 1. Specialists.
 2. Physical therapy.
 3. Diagnostic tests.
 4. Hospital admissions (if not an emergency).
 - B. Reports:
 - i. Submit all medical narrative reports to the Risk Management Department and TPA within seven (7) working days after the date of the visit.
 - ii. Submit return-to-work forms to the Risk Management Department within twenty-four (24) hours after the date of the office visit. Obtain and forward to the Risk Management Department all Specialist's return-to-work forms within forty-eight (48) hours and completed narratives within fourteen (7) working days after the date of the office visit.
 - iii. Submit a list of any "No show" appointments within twenty-four (24) hours after scheduled date of office visit to TPA and Risk Management.
 - iv. All reports must be legible and complete.
 - C. Consult with the Risk Management Department and/or TPA on the availability of modified duty for injured workers after each office visit, if applicable.
 - D. When required obtain prior approval from Risk Management Department, third party administrator, or other designee (for worker's compensation) for all non-emergency appointments.

C. HUMAN RESOURCES

1. Outline your firm's methodologies, service philosophy, and value-added components that contribute to the goals of Human Resources and the departments they support. In addition, include information on the following areas:
 - A. Perform complete, timely, and comprehensive medical evaluations to determine if employee meets the physical performance criteria set forth in the appropriate job description.
 - i. Post-offer examinations (POE)
 1. Perform physical examinations.
 2. Inform medical staff of the minimum performance criteria required by the job description.
 3. Perform drug screening on all applicants prior to the physical examination.
 - ii. Medical evaluations as authorized by the Human Resources Department which include, but are not limited to:
 1. Fitness for duty to include as applicable:
 - a. Assessment of physical conditions that may impact ability to work safely.
 - b. Assessment of mental/behavioral health conditions that may impact safety, judgment, or performance. The provider may need to provide an assessment of mental/behavioral health to perform certain job functions and may need to provide information related to:
 1. Ability to perform essential job functions
 2. Restrictions
 3. Duration
 4. Safety limitations
 - c. The provider is not expected to disclose
 1. Diagnosis unless legally required
 2. Medication list
 3. Therapy list
 - d. Review of essential job functions and job demands.
 - e. Review of relevant medical records, incident reports, or work history.
 - f. Objective evaluation consistent with ADA and EEOC guidelines.
 - g. Written determination stating:
 1. Fit for duty.
 2. Fit for duty with restrictions (restrictions must be specific and job-related).
 3. Not fit for duty.
 2. Return-to-work examinations following:
 - a. Workers' Compensation injury
 - b. Non-work-related injury
 - c. Illness or medical condition impacting work
 - d. Surgery or hospitalization
 - e. Extended leave (including FMLA or personal leave)
 - f. Evaluations shall include:
 1. Review of current medical condition and healing status
 2. Review of medical documentation provided by treating provider
 3. Consideration of essential job demands
 - g. Written determination stating:
 1. Cleared to return without restriction
 2. Cleared to return with restriction
 3. Not cleared to return
 4. OSHA Specific examinations.
 5. Special examinations to be specified at the time of request.
 - iii. Establish and maintain records for:

1. Hepatitis B vaccine series, declination signatures, titers, exposure counseling and Treatment.
 2. HIV blood tests, exposure treatment and counseling.
 3. Provide updated Hepatitis B vaccine series report to Human Resources on status of Category I and II employees.
 4. Provide updated written proof to Human Resources of instructions and counseling to employees regarding the Hepatitis B vaccine program.
- iv. If any applicant is referred to their Primary Care Physician (PCP) for additional follow-up Human Resource staff must be notified immediately.
 - v. Describe in detail the method of handling results challenges by new hires.
 - vi. Describe in detail the methods of communication used to notify Human Resources including but not limited to the following.
 1. How will test results be packaged and delivered in whole or in part.
 2. Timeline for the delivery of testing results.
 3. How Human Resources will be notified of PCP referrals.
 4. How Human Resources will be notified of positive test results.

B. Reports

- i. Submit to Human Resources the results of medical examinations within two (2) working days after patient's appointment.
 1. Post-offer examinations.
 2. Fitness-for-duty examinations.
 3. Drug screening results.
 4. Periodic or transfer examinations.
 5. DOT/Random Safety Sensitive/Post Accident test results.
- ii. Immediately contact Human Resources about any positive test results.
- iii. Submit clearance for hire to HR, within two (2) working days after office visit.
- iv. Submit a list of any "No show" appointments within twenty-four (24) hours after scheduled date of office visit to Human Resources.
- v. All reports must be legible and complete.
- vi. Submit quarterly reports identifying the following:
 1. Number of drug screens completed.
 2. Number of drug screens failed versus passed.
 3. Number of each type of request submitted from b. 1) above.
 4. No number of shows.
 5. High, low and average time for completion and delivery of results.

C. Scheduling

- i. Post-offer examinations and general physical examinations:
 1. Schedule within twenty-four (24) hours after being contacted by the Human Resources Department.
 2. Office waiting time for non-emergency medical evaluations or procedures shall be less than thirty (30) minutes, unless there are emergencies.
 3. Vaccinations/Injections:
 - a. Render services within thirty (30) minutes or less of scheduled appointment, unless there is an emergency.
 - b. Waive office visit or physician charges unless patient experiences a medical problem.
 - c. Obtain prior approval from the Human Resources Department, or third-party administrator (for work comp) for all non-emergency appointments.

D. OCCUPATIONAL REQUIREMENTS

1. Provide a positive statement such as meets requirements, per requirements, or will comply with requirements for items A. – I. below. Failure to provide a positive statement will deem proposal non-responsive and proposal will be rejected.
 - A. Offeror shall participate in the Prescription Monitoring Program provided by the New Mexico Regulation and Licensing Department.
 - B. Offeror to provide a 24/7 phone number for confidential medical consult following a suspected bloodborne pathogen exposure in accordance with 29 CFR 1910.1030(f)(3).

- C. Offeror to provide Firefighter physicals in accordance with NM Administrative Code.
- D. Offeror to provide Law Enforcement physicals in accordance with NM Department of Public Safety requirements. (ADM-16) (R-10)
- E. Offeror to provide Commercial Driver License drug testing in accordance with U.S. Department of Transportation ("DOT") regulations (49 CFR Part 40).
- F. Offeror to provide Correction Officer physicals in accordance with job requirements specified on the job description. (See attachment)
- G. Offeror to provide Emergency Communications Operator audiology exam in accordance with the NM Department of Public Safety Training Center (Public Safety Telecommunicator Audiology Compliance Form).
- H. Offeror to provide 24/7 on-call services by trained collection personnel to respond to the County's after-hours requests for drug or alcohol testing.
- I. Respiratory Protection:
 - i. Provide adequate testing equipment to conduct (fit) testing as needed for quantitative testing including devices and/or adaptors that are compatible with the testing equipment.
 - ii. Provide medical evaluations for specific positions regarding prospective and existing employees to determine their ability to use a respirator (before fit testing & use).
 - iii. Perform medical evaluations using a medical questionnaire or initial medical exam using same information as medical questionnaire, in accordance with OSHA Respirator Protection Standard 29CFR 1910.134.
 - iv. Prepare written recommendations regarding employees' ability to use respirators.
 - v. Conduct and provide reports regarding respirator related medical examinations if:
 - 1. Employee reports medical signs or symptoms related to the ability to use a respirator.
 - 2. Medical provider, program administrator, or supervisor recommends re-evaluation.
 - 3. Information from respirator program indicates a need.
 - 4. Workplace changes substantially increase physiological burden on an employee.

E. LEGAL AND PATIENT CONFIDENTIALITY REQUIREMENTS

- 1. Provide an affirmative statement such as meets requirements, per requirements, or will comply with requirements for items a - k below. Failure to provide a positive statement will deem the proposal non-responsive and the proposal will be rejected.
 - A. Ensure that all business and procedures shall comply and shall be conducted utilizing methods that meet all legal Federal, State, or local statutes, ordinances, regulations, rules, standards and professional and ethical principles.
 - B. Representation:
 - i. Attend legal proceedings and court hearings for the County as a witness, provide testimony and depositions on behalf of the County; and
 - ii. Cooperate fully with the County's Legal Representative or other Department Representatives when requesting information on employment related matters and Workers' Compensation cases involving medical related issues.
 - C. Hold the County harmless for any liability arising from negligence of the Contractor(s) as a result of the agreement between the County and the successful Contractor.
 - D. Waive any previous agreement with the County relative to the provision of medical services.
 - E. Agree that the County does not and will not provide legal representation on behalf of Contractor as a client at any time.
 - F. Agree that the scope of services may be subject to modification between the County and the successful Contractor(s) after the contract(s) is signed.
 - G. Maintain strict confidentiality of all medical records and reports.
 - H. Obtain approval from the Human Resources Department or the Risk Management Department prior to releasing medical information or records.

- I. Obtain and provide to the Human Resources Department from each new hire a signed employer services authorization for disclosure of protected health information (PHI) HIPAA release.
- J. Provide current patient medical records, certificates, etc. to appropriate insurance companies, etc., for disability evaluation purposes, etc., subject to applicable patient confidentiality standards.
- K. Meet all applicable medical requirements of Occupational Safety and Health Administration (OSHA).

F. FINANCIAL RECORDS AND INVOICES REQUIREMENTS

- 1. Provide a positive statement such as meets requirements, per requirements, or will comply with requirements for items a and b below. The Offeror may provide written documentation to demonstrate responsiveness, such as illustrate type of invoice system to include a sample invoice, for meeting items a and b below. Failure to provide a positive statement may deem proposal non-responsive and the proposal may be rejected.
 - A. Obtain prior authorization from the Risk Management (RM) Department, Third Party Administrator (TPA), or the Human Resources (HR) Department before incurring additional expenses or obligations on behalf of the County, including referrals to outside specialists.
 - B. Submit invoices in a timely manner, not to exceed thirty (30) days.
 - i. Send to the Third Party Claims Administrator and Risk Management by the first (1st) and the fifteenth (15th) day of each month the invoices and supporting documentation for:
 - 1. Workers' Compensation
 - ii. Send to Bernalillo County Accounts Payable by the fifteenth (15th) day of each month the invoices and supporting documentation for:
 - 1. Post offer employment.
 - 2. Fitness for duty.
 - 3. Return-to-work.
 - 4. Other requested procedures.
 - 5. Hepatitis B vaccine and titer invoices, except for the charges incurred by the Fire Department.
 - iii. Send to the Fire Department by the fifteenth (15th) day of each month the invoices and supporting documentation for post-employment:
 - 1. Annual OSHA 202 career fire fighter physicals.
 - 2. Hepatitis B vaccines, titers, TB tine for all fire fighters.

G. RECORDS AND REPORTS REQUIREMENTS

- 1. Provide a positive statement such as meets requirements, per requirements, or comply with requirements for items a. and b. below. The Offeror may provide written documentation to demonstrate responsiveness in meeting items a. and b. below. Failure to provide a positive statement may deem proposal non-responsive and proposal may be rejected.
 - A. Establish a complete and accurate electronic system to maintain Medical Records:
 - i. Include as part of the records:
 - 1. All relevant intake information.
 - 2. Supporting documentation identifying all completed or recommended medical treatment and procedures.
 - 3. Identify attending physician(s) and specialists, if appropriate.
 - 4. Document prescriptions; and
 - 5. Other pertinent information.
 - ii. Agree that medical records shall be maintained by the Contractor in accordance with applicable law. The County shall receive access to records as permitted by HIPAA, workers' compensation laws, OSHA requirements, employee authorization, and applicable employment regulations.
 - iii. Risk Management and Human Resources Directors will provide prior approval of designated staff to have reasonable access to review and copy records as required.
 - 1. Provide a Hepatitis B vaccination card to each employee including the employee's name and employee number and:
 - iv. Identify the date and number of the vaccination received.

- v. Date of next appointment, if applicable.
- vi. Send a copy to Human Resources.

H. QUALITY ASSURANCE REQUIREMENTS

1. Provide a positive statement such as meets requirements, per requirements, or will comply with requirements for items A., B., and C., below. The Offeror may provide written documentation to demonstrate responsiveness in meeting items 1 and 2 below. Failure to provide a positive statement may deem proposal non-responsive and proposal may be rejected.
 - A. Provide a quality assurance program which includes but is not limited to the following:
 - i. Review of all charts by the physicians for completeness and accuracy of medical information.
 - ii. Establish good rapport with patients.
 - iii. Schedule periodic evaluation surveys, as required by the county, to be given to Bernalillo County employees for their opinion on the quality of services and care rendered.
 - iv. Key Performance Indicators are expected in the following areas that demonstrate
 1. Access
 - a. Injury appointments within timeframe
 - b. Post-offer exam completion time
 - c. Average wait time
 2. Safety
 - a. OSHA Compliance
 - b. Exposure response time
 - c. Medication Errors
 3. Workers' Compensation
 - a. Days lost
 - b. Restricted duty hours
 - c. Claim closure time
 4. Human Resources
 - a. Clearance turnaround time
 - b. Fitness-for-Duty completion time
 - B. Provide continuity of care:
 - i. Employees are to be seen by same physician on follow-up visits unless physician is on leave and cancelling would impair employees' care or delay their return-to-work.
 - ii. If a different physician sees employees on a follow-up visit, the physician shall be familiar with patient's case, pertinent documentation and previous medical treatment.
 - C. At any time during normal business hours and as often as Bernalillo County may deem necessary, there shall be made available to the County for examination of all the contractor's records with respect to all matters covered by this agreement. The contractor shall permit Bernalillo County to audit, exam, 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.

I. REFERENCES

Provide a minimum of three (3) references similar in size and scope as outlined in this RFP with contact name, address, phone number, email address and length of association. Describe in detail experience in providing services for each reference.

J. COST

Cost information shall be included separately in File #2. Offeror shall provide a completed cost response utilizing the form found in Attachment A.

VI. EVALUATION CRITERIA

- A. **Selection Process:** The County Manager shall name, for the purposes of evaluating the proposals, a Selection Committee. On the basis of the evaluation criteria established in this

RFP, the Selection Committee shall submit to the Purchasing Section a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFP 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 Section on behalf of the Selection Committee for clarification, best and final offers, oral presentations, 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 240 points is 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 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:

1. OPERATIONS, STAFF, AND FACILITIES

25 POINTS

Evaluation will consider the proposer's company history, organizational structure, and qualified personnel; operational practices and value-added services; and staff experience with relevant medical and regulatory standards. Proposers must demonstrate the ability to provide timely, comprehensive medical services with efficient intake procedures, dedicated administrative support, and adequate facilities and equipment. Scoring will also reflect system capabilities for integration with County platforms and clearly defined timelines for delivering results and coordinating with County departments.

2. RISK MANAGEMENT

25 POINTS

Evaluation will consider the proposer's approach to service delivery, operational philosophy, and value-added features for Worker's Compensation services. Scoring will emphasize the ability to provide comprehensive medical care, case management, and timely reporting to the County and TPA, including coordination of referrals, monitoring of treatment, and adherence to required reporting timelines. Proposers must also demonstrate effective communication with Risk Management which will include in person quarterly meetings and compliance with County-approved procedures for appointments and modified duty consultations.

3. HUMAN RESOURCES

25 POINTS

Evaluation will consider the proposer's service methodology, philosophy, and value-added features that support the goals of Human Resources and County departments. Scoring will emphasize the ability to conduct comprehensive medical evaluations—including post-offer, fitness-for-duty, and OSHA-specific exams—while ensuring accurate recordkeeping, timely reporting, and effective communication with HR. Proposers must demonstrate efficient scheduling, prompt delivery of results, compliance with health and safety protocols, and clear procedures for referrals, test result handling, and quarterly performance reporting.

4. OCCUPATIONAL REQUIREMENTS

25 POINTS

Evaluation will consider the proposer's confirmation of compliance with all required medical standards and specialized service provisions. Scoring will be based on positive statements verifying adherence to federal, state, and County requirements, including participation in the Prescription Monitoring Program, availability of 24/7 post-exposure consultation, and provision of physicals for firefighters, law enforcement, correctional officers, and other designated personnel. Proposers must also demonstrate compliance with DOT drug testing regulations, OSHA respiratory protection standards, and

the ability to provide after-hours testing and quantitative respirator fit testing as required.

5. LEGAL AND PATIENT CONFIDENTIALITY 20 POINTS

Evaluation will consider the proposer's affirmative confirmation of compliance with all applicable legal, ethical, and professional standards. Scoring will be based on statements verifying adherence to federal, state, and local laws; cooperation with County legal representatives; and maintenance of confidentiality and HIPAA requirements. Proposers must also demonstrate agreement to hold the County harmless, obtain necessary approvals before releasing medical information, comply with OSHA standards, and acknowledge potential modifications to the scope of services.

6. FINANCIAL RECORDS AND INVOICES REQUIREMENTS 20 POINTS

Evaluation will consider the proposer's confirmation of compliance with County requirements for obtaining prior authorization and submitting timely, accurate invoices. Scoring will be based on affirmative statements and supporting documentation demonstrating adherence to approval procedures before incurring expenses, and the ability to meet invoicing timelines and documentation standards for Risk Management, Human Resources, the Third-Party Administrator, Accounts Payable, and the Fire Department.

7. RECORDS AND REPORTS REQUIREMENTS 20 POINTS

Evaluation will consider the proposer's affirmative confirmation of compliance with County requirements for maintaining accurate electronic medical records and administering employee vaccination documentation. Scoring will be based on the ability to establish a secure, comprehensive recordkeeping system that includes all relevant medical information, ensures County ownership and access to records, and provides timely, accurate Hepatitis B vaccination cards and reports to Human Resources.

8. QUALITY ASSURANCE REQUIREMENTS 20 POINTS

Evaluation will consider the proposer's affirmative confirmation of compliance with County requirements for maintaining quality assurance, ensuring continuity of care, and providing record access. Scoring will be based on the proposer's ability to implement a quality assurance program that includes chart reviews, patient satisfaction surveys, and strong patient rapport; ensure consistent physician follow-up and continuity of treatment; and allow the County full access to audit and review all relevant records and documentation as needed.

9. REFERENCES 10 POINTS

Provide a minimum of three (3) references similar in size and scope as outlined in this RFP.

10. COST

A cost proposal must provide a detailed listing of all costs applicable to the project outlined in Part IV – Scope of Services:

- Attachments A – Part One
- Attachments A – Part Two

25 POINTS

25 POINTS

(Formula below is to determine points for cost)

Cost of Lowest Offeror x Maximum Cost Score (50) = Cost Score of this Offeror Cost

TOTAL POSSIBLE POINTS 240

D. Interviews (applicable to Finalists only)

If an interview is held, the Purchasing Manager will distribute questions and instructions to the finalists prior to scheduled interview. A maximum total of 100 points are possible in scoring each

interview for this RFP. The Selection Committee may, at their discretion, request additional clarification as to the contents of the RFP 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 40% and ranking from the interviews are weighted 60% 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.

THIS SPACE INTENTIONALLY LEFT BLANK

**SECTION VII
PROPOSED DRAFT AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2027, 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 Occupational Medical Health Services, RFP No. 12-27-SS, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated _____ 2026, in response to RFP No. 12-27-SS, attached hereto as Exhibit B; and

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 shall provide Occupational Medical Health Services in accordance with Exhibit A as supplemented by Exhibit B both of which are incorporated herein by reference and made a part of this Agreement.

2. Term

This Agreement shall become effective upon the date of final execution and shall continue for a two (2) year period, with an option to extend two (2) additional two (2) year period. Not to exceed six (6) years. unless terminated by either party pursuant to the termination provisions contained herein.

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 County Purchasing Section
415 Silver Ave. SW, 6th Floor
Albuquerque, NM 87102

The official address of the Contractor is:

4. 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.

5. 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

actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

6. 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.

7. Compensation and Method of Payment

A. Method of Payment: Upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in Ordinance §2-381.

B. Invoices: Invoices shall be mailed, faxed, or e-mailed to the appropriate parties as follows:

Workers' Compensation: invoices and supporting documentation shall be submitted to Third Party Claims Administrator and Risk Management by the first (1st) and the fifteenth (15th) day of each month. Bernalillo County Third Party Claim Administrator and Risk Management, 415 Silver Ave. SW, Albuquerque, New Mexico 87120, Fax Number (505-468-7201)

Annual OSHA 202 Career Firefighter Physicals, Hepatitis B Vaccines, Titers, TB Tine for all Firefighters: invoices and supporting documentation shall be submitted to the Bernalillo County Fire Department by the fifteenth (15th) day of each month. Bernalillo County Fire Department, 415 Silver Ave. SW, Albuquerque, New Mexico 87120, Fax Number (505-468-7201)

All Other Invoices and Supporting Documentation: invoices and supporting documentation on shall be submitted to the Bernalillo County Accounts Payable by the fifteenth (15th) day of each month. Bernalillo County Accounts Payable Office, 415 Silver Ave. SW, Albuquerque, New Mexico 87102, Fax Number (505-468-7201) or E-Mail Address: accountspayable@bernco.gov.

8. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be 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 any 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, as a result 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.

9. 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.

12. 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 of 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.

13. Insurance

Prior to the commencement of the work to be performed under this Agreement, and until final acceptance by Bernalillo County or work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance coverages and limits shown below. This insurance shall be provided by insurance company authorized to do business in the State of New Mexico and in good standings based on the A.M. Best rating of A- or better or the Standards and Poors' rating of AA or better. Said policies shall cover all cover the services and operations under this contract or agreement whether performed by the Contractor, the Contractor's agents, employees or by a subcontractor authorized by the contractor with a current Certificate of Insurance provided to the Contractor and listing the County as an "additional insured" and maintaining it for the duration of this agreement. All insurance shall remain in full force and effect for the entire period of the work, up to and including final acceptance and the removal of all equipment and employees, agents and subcontracts therefrom, or as otherwise indicated in this Agreement. Where required in this Agreement, an Additional Insured Endorsement Form shall be supplied with each Certificate of Insurance.

- A. Commercial General Liability, which shall be written on an occurrence form with coverage at least as broad as a standard ISO CG 00 01 occurrence form, including operations, products and completed operations, and contractual liability with limits not less than:

\$1,000,000	Per Occurrence
\$2,000,000	Aggregate
\$2,000,000	Prod & Completed Operations
\$2,000,000	Aggregate

1. The Commercial General Liability Coverage shall include the following endorsements:

- a. The County, its officials, agents, and employees shall be included as Additional Insureds ("Additional Insureds") using ISO Additional Insured endorsements CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or a blanket additional insured endorsement. If the blanket additional insured endorsement is used, premises and operations as well as products-completed operations coverage must be provided for the Additional Insureds
- b. A Waiver of Subrogation endorsement in favor of the Additional Insureds or a blanket waiver of subrogation endorsement.
- c. A Primary, Non-contributory endorsement in favor of the Additional Insureds or a blanket primary, non-contributory endorsement
- d. Written notice of cancellation to Bernalillo County, providing 30-days prior notice

of cancellation or non-renewal, excepting only non-payment of premium, which shall require 10-days prior written notice. All insurance documents must be delivered to the Risk Management, 415 Silver Ave SW Albuquerque, New Mexico 87102

2. The Commercial General Liability Coverage shall not include the following endorsements:

- a. Amendment of Contractual Liability.
- b. Total Pollution Exclusion.
- c. Cross Claims or Cross Suits Liability Exclusion.
- d. X, C, U Exclusion (Explosion, Collapse, and Underground Hazard)

- B. **Automobile Liability Insurance**, with coverage at least as broad as a standard ISO Business Auto CA 00 01 form with limits not less than:

**\$1,000,000 Per accident, Bodily Injury, Property Damage
Owned, hired and non-owned automobiles.**

The County, its officials, agents, and employees shall be included as Additional Insureds ("Additional Insureds") or a blanket additional insured endorsement.

1. A Waiver of Subrogation endorsement in favor of the Additional Insureds or a blanket waiver of subrogation endorsement.
2. A Primary, Non-contributory endorsement in favor of the Additional Insureds or a blanket primary, non-contributory endorsement.
3. Written notice of cancellation to Bernalillo County, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which will be 10-days prior notice. All insurance documents must be delivered to the Risk Management Dept. 6th fl 415 Silver Ave SW, Albuquerque, New Mexico 87102.

- C. **Workers' Compensation Insurance** including statutory coverage as required by the State of New Mexico and including Employers' Liability with limits not less than:

\$1,000,000	Each accident
\$1,000,000	Policy limit bodily injury by disease.
\$1,000,000	Each employee bodily injury by disease.

The Workers' Compensation coverage shall include the following endorsements:

1. Waiver of Subrogation endorsement in favor of the Additional Insureds or a blanket waiver of subrogation endorsement.
2. Written notice of cancellation to Bernalillo County, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which shall require 10-days prior written notice. All insurance documents must be delivered to the Risk Management Dept. at: 6th Floor, 415 Silver Ave SW, Albuquerque, NM 87102. The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify Bernalillo County and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

D. **Professional Liability Insurance** with limits not less than:

\$1,000,000	Per Occurrence/Claim
\$2,000,000	Aggregate

1. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement.
2. This insurance requirement applies when the Contractor is providing project management, design-build, engineer, architect, or other types of professional services to Bernalillo County.
3. The policy shall contain a retroactive date no later than the effective date of the contract.
4. The policy should contain an extended reporting period of not less than three (3) years after the termination of this contract.

Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by Contractor under this Agreement, including the transportation of hazardous waste, hazardous materials, or contaminants.

1. All Endorsements required under:

1. a. (i), 1.a. (ii), 1.a. (iii), 1.a. (iv) above.

- E. **Subcontractor Insurance.** Contractor shall cause all subcontractors it engages to perform work pursuant to this contract to maintain appropriate insurance, including, but not limited to, Workers' Compensation, Commercial General Liability, Automobile Insurance, and any other insurance customarily maintained by others engaged in subcontractor's trade or with similar expertise. Such insurance shall be in a form and with limits deemed appropriate by Contractor for work to be performed by its subcontractors hereunder. Contractor shall require all subcontractors to obtain endorsements required under 1. a. (i), 1.a.(ii), 1.a. (iii), and 1.a. (iv), above.
- F. **Approval of Insurance.** Even though a "Notice to Proceed" may have been given by Bernalillo County, the Contractor or Subcontractor(s) shall not begin work under this Agreement, or solicitation, until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with Bernalillo County, adding Bernalillo County as an additional insured as required herein. Neither approval nor failure to approve certificates, policies or insurance by Bernalillo County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.
- G. **Deductibles/Self-Insured Retentions.** Should any of the insurance policies contain either a deductible or self-insured retention, the Contractor or Subcontractor shall be responsible to pay that deductible or self-insured retention and the County shall not be responsible to pay these costs.
- H. **Broader Coverage & Limits.** Should Contractor or any Subcontractor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of Bernalillo County.
- I. **Cancellation/Non-Renewal.** Should any required insurance policies be cancelled or non-renewed, Contractor or subcontractor(s) shall provide written notice of cancellation to Bernalillo

County, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which shall require 10-days prior written notice. All insurance documents must be delivered to the Risk Management Dept. Attn: 415 Silver Ave SW Albuquerque, New Mexico 87102.

- J. **Claims Made Policies.** If any coverage is maintained on a claims-made basis, the following shall apply:
1. The retroactive date must be shown and must be before the date of this Agreement or the beginning of any work or services under this Agreement.
 2. Coverage must be maintained, and evidence of coverage must be provided for at least three (3) years after termination of this Agreement.
 3. If coverage is canceled or non-renewed and not replaced with another claims- made policy form with a retroactive date prior to the effective date of this Agreement, Contractor must purchase an extended reporting period for a minimum of three (3) years after termination of this Agreement.
- K. **Increased Limits.** If, during the life of this Agreement or solicitation, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, Bernalillo County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.
- L. **Severability of Interest.** A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the insurer's limits of liability.
- M. **Certificates of Insurance.** Shall be filed by Contractor with Bernalillo County evidencing all the insurance coverages required in this section at the time this Agreement is executed.
1. All Certificate of Insurance will be required to list the County as an "additional insured" and be listed as the Certificate Holder. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant.
 2. Each successive year during the insurance requirement period shall be filed in the same manner.
 3. The failure to furnish such evidence may be considered default by the Contractor. Bernalillo County reserves the right to require complete copies of all required insurance policies, at any time.
 4. It is the obligation of the Contractor to obtain and maintain records of the required insurance coverages from all subcontractors' until beyond the statute of limitation in the jurisdiction of the project.
 5. All subcontractors' records maintained by the contractors are required to list the County as an 'additional insured'. The information contained in these Subcontractor insurance records shall be made available to Bernalillo County immediately upon request.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 4 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 4 herein.

20. Code of Conduct

The Contractor agrees to abide by the Code of Conduct (<https://www.bernco.gov/compliance-office/bernalillo-county-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.

21. Compliance with Applicable Law

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

22. 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 as a result of its engaging in Unfair Business Practices.

23. 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.

24. 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.

25. Applicable Law

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. Entire Agreement

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

32. Approval Required

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

33. 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

Motion to approve _____, this _____ day of _____, 202____.

BOARD OF COUNTY COMMISSIONERS

, Chair

, Vice Chair

, Member

, Member

, Member

APPROVED AS TO FORM:

W. Ken Martinez, County Attorney

Date:_____

ATTEST:

Linda Stover, County Clerk

Date:_____

CONTRACTOR:

By:_____

Date:_____

New Mexico Gross Receipts Tax Number

Federal Tax Identification Number

APPENDIX A

Final Ranking

Rankings for the evaluation of written proposals are weighted 40% and rankings from the interviews are weighted 60% 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.

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

Proposal Submittal (40%)		Interview (60%)	Final Ranking
Firm A	1 st 3 rd	$(1 \times .40) + (3 \times .60) = 2.1$	3
Firm B	3 rd 1 st	$(3 \times .40) + (1 \times .60) = 1.9^*$	1
Firm C	2 nd 2 nd	$(2 \times .40) + (2 \times .60) = 2.0$	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	$(1^{\text{st}} + 2^{\text{nd}}/2) = 1.5$
Firm B Tie	$(1^{\text{st}} + 2^{\text{nd}}/2) = 1.5$
Firm C 3 rd	= 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 or Native American 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 or Native American 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)
- eight (8) percent of the total possible points (Native American Resident Business)
- ten percent of the total possible points (State Resident Veteran Business)

Application of Preferences (Weight-Based and applicable only if an interview is held)

- five (5) percent of the total weight (State Resident Business)
- eight (8) percent of the total weight (Native American 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 RFP 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 18%, 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 \$180,000.00.

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.