

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director <sup>RLK</sup>  
**Date:** November 13, 2025  
**Subject:** Request for Approval of Professional Services Agreement with Occupational Health Centers of the Southwest, P.A. (“Concentra”) of Addison, TX, for Employee Medical Services in the Amount of \$20,000 (RFP No. FY26-RFP-031)

## SUMMARY

The Agency is requesting the Board approve a Professional Services Agreement (Agreement) with Occupational Health Centers of the Southwest, P.A. (“Concentra”) of Addison, TX, for employee medical services.

The compensation for the first year of the Agreement is \$20,000.

Funding is available in 8100851.510310 (Landfill Service Contracts) and 8100852.510310 (BuRRT Service Contracts).

Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years.

## BACKGROUND

On October 22, 2025, the Agency issued Request for Proposal (RFP) No. FY26-RFP-031 for employee medical services. Two medical service providers responded to the RFP on November 5, 2025.

- Concentra
- Virtual Physical Therapist

The evaluation criteria and weighted values comprised the following: Scope/Level of Expertise Plan (SC/LE) (50%), Value-Added Plan (VA) (5%), Price Proposal (25%) and Interview (20%).

The scores awarded are as follows:

- Concentra: 97 points
- Virtual Physical Therapist: 40 points

The above-mentioned total points awarded reflect the average score from all committee members, along with any applicable preferences.

Based on the evaluation criteria and weighted values, the evaluation committee determined that Concentra offers the best interest and is most advantageous to the Agency for employee medical services.

The Scope of Services includes the following:

- Occupational Health Services
- Basic & DOT Physicals, Including FMCSA for Commercial Driver Needs
- Drug & Alcohol Testing
- OSHA Medical Screening and Surveillance
- Immunizations and Infectious Disease Screening
- Respiratory Protection Program
- Work-Related Injury Care
- NM Workers' Comp Essentials
- Other Medical Services

Concentra will provide medical services at its Santa Fe urgent care clinic at 720 St. Michaels Drive.

### **ACTION REQUESTED**

The Agency requests Board approval of the Agreement with Concentra for employee medical services for \$20,000.

Attachments:

- 1) Professional Services Agreement with Concentra
- 2) RFP No. '22/18/P (Without Appendices)

**ATTACHMENT 1**

**Professional Services Agreement  
with  
Concentra**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PROFESSIONAL SERVICES AGREEMENT  
WITH OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A. D/B/A  
CONCENTRA MEDICAL CENTERS  
(Employee Medical Services – 2025)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 20th day of November 2025 by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers (“Contractor”) for employee medical services (RFP No. FY26-RFP-031) as described in Exhibit A and below.

**1. SCOPE OF SERVICES**

The professional services subject to this Agreement are set forth in the Scope of Services attached hereto as Exhibit A.

**2. STANDARDS OF PERFORMANCE; LICENSES**

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

**3. COMPENSATION**

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00).

B. Contractor shall be responsible for payment of gross receipts taxes, applicable to Contractor, levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices containing a report of services completed. Compensation shall be paid only for services performed per the fee schedule set forth in the Scope of Services attached hereto in Exhibit A.

D. Detailed invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency  
Attn: Accounts Payable  
149 Wildlife Way  
Santa Fe, NM 87506  
Email: AccountsPayable@sfswma.org

**4. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Article per Article 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

**5. TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on November 20, 2026, unless terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978, Section 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually if agreed upon by the Agency and Contractor and approved by the Joint

Powers Board. Should New Mexico legislation change regarding the allowable term for professional services, the Agreement term will be increased accordingly.

**6. TERMINATION**

A. The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement.

The Agency shall pay Contractor for services rendered and expenses incurred under this Article, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. Contractor shall have the right to terminate the Agreement for cause in the event the Agency is in default of its payment obligations under this Agreement and fails to cure the default within thirty (30) days of receiving written notice of the default from Contractor.

7. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing professional services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. **CONFIDENTIALITY**

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

B. However, for medical records created through the performance of the Scope of Services hereunder, Contractor shall serve as the custodian of medical records created during the term of this Agreement. Contractor, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the term of this Agreement applicable to Contractor. Agency acknowledges that Contractor will provide copies of medical records to any third-party requestor (with appropriate executed release from the employee/patient, court order, or business affidavit, as applicable). Agency understands and acknowledges that Agency is not entitled to access any patient medical records except to the extent allowed by law. Contractor is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Contractor may only disclose protected health information as authorized

by and to the extent allowed by law. Upon the termination of this Agreement for any reason, Contractor shall maintain all records created against the statutory and regulatory requirements. Should Agency request records be maintained by Contractor beyond any state, local or federal rule due to an ongoing audit or legal matter, then Agency shall be invoiced for such retention for as long as such records are retained until written notice from Agency to destroy such retained records. This Article 8 shall survive the termination of this Agreement.

**9. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material (“written products” herein) developed by Contractor in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by the Agency. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

**10. CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or Agreement with anyone in the performance of this Agreement that has any such conflict of interest.

**11. ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency’s prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency’s prior written approval.

**12. RELEASE**

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

**13. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$2,000,000 for each occurrence and \$4,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Article as a condition of entering into this Agreement.

B. Contractor shall carry and maintain professional medical malpractice liability insurance throughout the term of this Agreement for professional medical malpractice to cover no less than \$1,000,000 for each occurrence and \$3,000,000 in general aggregate.

C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit

for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

D. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

**14. INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

**15. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**16. THIRD-PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any

right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

**17. RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**18. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the State of New Mexico courts shall be brought in the First Judicial District Court.

**19. AMENDMENT**

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

**20. SCOPE OF AGREEMENT**

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior

agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**21. NON-DISCRIMINATION**

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**22. SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

**23. NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below, to the parties at the following addresses:

**AGENCY:** Mr. Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506  
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** Robert G. Hassett, D.O., MPH  
President, Treasurer and Corporate Secretary  
Occupational Health Centers of the Southwest, P.A.  
d/b/a Concentra Medical Centers  
720 St. Michael's Drive, Suite C  
Santa Fe, NM 87505  
Email: bob.hassett@concentra.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

**24. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.



**EXHIBIT A**  
**Scope of Services**

## **SCOPE OF SERVICES**

The Scope of Services is organized into sections based on the Agency's overall needs for employee medical services.

### **1. CONTRACTOR'S GENERAL RESPONSIBILITIES**

Contractor must have a medical facility within 30 minutes' normal driving distance from the Agency's Administration Building located at 149 Wildlife Way, Santa Fe, NM 87506.

Contractor shall provide the medical services listed in the Background Section of the RFP on an as-needed basis between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Hours before 8:00 a.m. and/or after 5:00 p.m. and weekend hours are highly preferred for drug and alcohol testing.

Contractor shall provide staffing, laboratory services and other support services as required by the Agency.

Contractor shall maintain medical records documenting all care provided by the Contractor, including, but not limited to, injury care, occupational medical evaluation, treatment, physical examination, medical examination, immunization, screening and testing.

Contractor shall provide full service drug and alcohol testing, including collection, lab testing, reports, results and consolidated billing for post-offer employment, reasonable suspicion, post-accident, random testing and DOT-compliance testing. Services for Medical Review Officer (MRO) are contracted separately and not included in this RFP.

Contractor shall provide DOT and OSHA medical and physical examinations as per Agency's programs referenced in the Background Section of the RFP.

Contractor shall provide employees with work-related injuries and illnesses, the proper medical care and treatment and in a timely basis. Contractor shall also provide appropriate medical and rehabilitative services to the employees for maximum medical improvement (MMI) and a safe return to work as early as possible.

Contractor shall serve as an expert witness for substance abuse testing and procedures, injury care, and NM Workers' Comp-related cases, when requested by the Agency.

Contractor shall comply with all state and federal regulations, including OSHA, for the medical services referenced in the Background Section of the RFP.

### **2. CONTRACTOR'S MEDICAL FEES**

Contractor shall provide a fee schedule for the following: physical examinations, screenings and medical tests.

## **BASIC & DOT PHYSICALS / DRUG & ALCOHOL TESTING**

Physical Examination.....	\$74.00
DOT Physical Examination.....	\$75.00
DOT Regulated Drug Screen (5-panel) .....	\$68.00
After Hours: DOT Regulated Drug Screen (5-panel) .....	\$187.00
Non-Regulated (Rapid) Drug Screen (5-panel) .....	\$54.50
After Hours: Non-Regulated (Rapid) Drug Screen (5-panel) .....	\$168.50
Non-Regulated Drug Screen (10-panel) .....	\$68.00
After Hours: Non-Regulated Drug Screen (10-panel) .....	\$184.00
Breathe Alcohol Test (BAT) .....	\$38.50
After Hours: Breathe Alcohol Test (BAT) .....	\$157.50

The above services are to be used in various combinations to comply with the Agency's occupational health policies for regular and DOT physical examinations, as well as the Agency's drug and alcohol testing policy.

## **IMMUNIZATIONS AND INFECTIOUS DISEASE SCREENING**

Hepatitis B Vaccine .....	\$103.50
Hepatitis B Titer (Surface Antibody) .....	\$66.00
T-Dap Vaccine (Tetanus, Pertussis & Diphtheria) ...	\$141.50
Influenza Vaccine .....	\$49.00
HIV Screening .....	\$97.00
Tuberculosis Screening .....	\$44.00
On-Site (per hour)	

**RESPIRATORY PROTECTION PROGRAM**

OSHA Respirator Questionnaire .....	\$43.00
Respirator Physical .....	\$74.00
Pulmonary Function Test .....	\$61.50
Lead & ZPP Whole Blood*.....	\$78.00
Gen Health Panel (Chem. 23, CBC, UA) <sup>(1)</sup> .....	\$99.00
Cholinesterase Whole Blood <sup>(1)</sup> .....	\$75.00
Heavy Metals - As, Pb, Hg Urine <sup>(1)</sup> .....	\$140.50
Chest X-Ray <sup>(2)</sup> .....	\$74.00
E.K.G. <sup>(2)</sup> .....	\$105.50

(1) - Required laboratory testing for employees who manage hazardous waste for more than 30 days per year.

(2) - Optional. Will be provided if necessary and authorized by the Agency.

**3. INJURY CARE / NEW MEXICO WORKERS' COMP**

Contractor shall provide their approach for injury care cases and workers' comp claims, including appointments, wait-time, procedures, protocols, communication methods, case management, referral process, and billing.

**4. OTHER MEDICAL SERVICES**

Contractor may recommend additional medical services, along with their associated fees, and provide reasons for expanding the scope of services.

Coronavirus Clearance/RTW Evaluation .....	\$74.00
Coronavirus (COVID-19) Assessment .....	\$74.00
SARS Co-V2 RNA COVID19 .....	\$178.00
SARS Cov-2 Ab IgG Spike .....	\$128.00

**ATTACHMENT 2**

**RFP FY26-RFP-031)  
Employee Medical Services  
(Without Appendices)**



**The City of Santa Fe  
on behalf of the  
Santa Fe Solid Waste Management Agency**

**REQUEST FOR PROPOSAL (RFP)**

**Employee Medical Services**

**RFP#: FY26-RFP-031**

**RFP Due Date and Time: Wednesday, November 5, 2025 by 3:00 pm**

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# **1. INTRODUCTION**

## **1.1. PURPOSE OF THIS RFP**

The Santa Fe Solid Waste Management Agency (Agency) is soliciting proposals from licensed and qualified medical providers (hereafter referred to as "Offerors") to deliver comprehensive employee medical services. These services shall encompass a range of occupational health needs, including but not limited to, physical exams, drug and alcohol testing, OSHA medical screening and surveillance, respirator fit testing, immunizations, work-related injury care, and essential services related to workers' compensation. The selected Offeror will play a critical role in ensuring the health and safety of employees while maintaining compliance with applicable federal, state, and city regulations.

## **1.2. BACKGROUND INFORMATION**

The Agency is a separate public entity that is governed by both the City of Santa Fe (City) and Santa Fe County (County) under the terms of the New Mexico Joint Powers Agreement Act. The Agency has a fiscal agreement with the City, that includes procurement.

The City plans to utilize this solicitation to procure the same services. Below is a table that summarizes the approximate workforce for each entity.

<b>Entity</b>	<b>Number of Employees</b>
City of Santa Fe	1,400
Santa Fe Solid Waste Management Agency	40

Both are committed to maintaining a safe and drug-free workplace to promote both the quality of its services and the safety of its employees, its customers and the public.

The purpose of the Employee Drug and Alcohol Testing Policies is to achieve a drug and alcohol-free workplace and to reduce the probability of accidents or incidents related to the use and/or abuse of alcohol and other drugs by all employees. Each entity employs the following drug and/or alcohol testing for the purpose of detection: post-offer employment, reasonable suspicion, post-accident, and random testing.

All require post-offer employment medical examinations for all applicants who have been given a conditional offer of employment to ensure that a prospective employee is capable of performing the essential job duties of his or her respective position as required by the Americans with Disability Act (ADA). The physician must complete medical examination forms. These forms and other medical information provided by the physician will be kept separate from other employee information and treated confidentially.

Additionally, post-offer employment drug and alcohol testing is required for all applicants who have been given a conditional offer of employment. Any applicant tentatively selected for employment who refuses to submit to a drug or alcohol test or who tests positive for use of illegal or unauthorized substances will not be hired.

Each Employee Drug and Alcohol Testing Policy contains the requirements of the Omnibus Transportation Employee Testing Act of 1991 and the regulations issued pursuant to the Act and Federal Department 49 CFR Parts 40, 653 and 654 for applicants who seek to work in a safety-sensitive position, including employees who

currently work in safety-sensitive positions. Below is a breakdown of safety-sensitive positions held by each entity.

<b>Entity</b>	<b>Number of Employees</b>
City of Santa Fe	400
Santa Fe Solid Waste Management Agency	24

Safety-sensitive positions include employees that are required to hold a Commercial Driver’s License (CDL) for their positions (e.g., drivers of commercial vehicles with a gross weight rating (GCWR) of 26,001 pounds or more, drivers of vehicles that carry hazardous materials that require a placard, operators of heavy construction equipment) and employees who operate, use, maintain, or work in close physical proximity to tools and equipment that could pose a risk to the employee’s or others’ health and safety.

All entities adhere to U.S. Department of Transportation (DOT) medical standards for Commercial Driver’s License (CDL) physical fitness determination. Offerors (licensed medical examiners) for DOT-compliant physical examinations must be listed in the Federal Motor Carrier Safety Administration (FMCSA) National Registry.

The Medical Surveillance Programs (MSP) help assess and monitor the health and fitness of employees at risk of hazardous chemical exposure in accordance with the Occupational Safety and Health Administration (OSHA) standards for Medical Screening and Surveillance Requirements Guide.

The MSP for the Agency’s HHW (Household Hazardous Waste) Collection Center is required by 29 CFR 1910.120(f)(2)(i) for employees who manage hazardous waste for more than 30 days per year, 29 CFR 1910.1020(d) for retention of medical records, and 29 CFR 1910.120(e) for training. The purpose of this program is to document pre-existing conditions that may be aggravated by physical demands of the job or by hazardous chemical exposure; monitor and maintain employee occupational hazardous chemical exposure below the permissible exposure levels; and comply with OSHA’s requirements for medical surveillance.

The Bloodborne Pathogens Exposure Control Plans, in accordance with OSHA standard 29 CFR 1910.1030(i), provides hepatitis B vaccination series for employees identified with occupational exposure.

The Respiratory Protection Programs eliminates or minimizes occupational exposure to respiratory hazards for employees requiring the use of respirators in accordance with OSHA standard 29 CFR 1910.134. This includes medical questionnaire, medical evaluation and respirator fit test.

Workers’ compensation insurance is maintained on all employees and volunteers as prescribed by the New Mexico Workers’ Compensation Law.

Immunizations are provided at no cost to the employees as listed in the medical fees for immunizations and infectious disease screening and other medical services below.

### **1.3. SCOPE OF PROCUREMENT**

The Agency is seeking proposals from qualified service providers to provide comprehensive employee medical services to all employees of the City and Agency. Offerors must provide a full-service, integrated solution that

includes, but is not limited to, all the services outlined in the scope of work. The scope of work may be adjusted based on the specific needs of the Landfill during the contract term.

The objective of this RFP is to provide:

- Occupational Health Services
- Drug and Alcohol Testing
- OSHA Medical Screening and Surveillance
- Respirator Fit Testing
- Immunizations
- Work-related Injury Care
- Workers' Compensation Essentials

The resulting contract will result in a Multiple Awards - This procurement will result in a City-wide Price Agreement that may be utilized by all State of New Mexico agencies, commissions, institutions, political subdivisions, and local bodies allowed by law. Also, the Agency may allow a multiple source award to allow access to drug and alcohol testing after normal business hours.

#### 1.4. PROCUREMENT MANAGER

SWMA has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name	Danita Boettner, Procurement Manager/Landfill Manager
Telephone Number	(505) 424-1850 Ext: 110
Email	dsboettner@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted via the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/santafenm/projects/207525>.

#### 1.5. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

- A. "**Addendum**" means a written or electronic document issued to modify, clarify, or supplement the information in the original RFP prior to the proposal due date. This may also be called Amendment or RFP Amendment.
- B. "**Amended Proposal**" means a revised and complete version of a proposal submitted by an Offeror prior to the proposal due date, clearly labeled as superseding the original submission.
- C. "**Agency**" means the Santa Fe Solid Waste Management Agency.

- D. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
- E. “**Award**” means the point at which the contract document has been fully executed. See also “Contract” and “Final Award.
- F. “**Best and Final Offer**” or “**BAFO**” means a final revised proposal submitted by an Offeror, upon request by the City, to provide updated pricing or other proposal elements.
- G. “**Blind Evaluation**” means an anonymized evaluation process in which identifying information is removed from proposals to ensure objective scoring by the Evaluation Committee.
- H. “**BuRRT**” means the Buckman Road Recycling and Transfer Station.
- I. “**Business Hours**” means the normal business hours of the Requesting department; 8:00 AM through 5:00 PM Mountain Standard or Daylight Time, whichever is in effect on the date given.
- J. “**Central Purchasing Division**” or “**CPD**” means the City office responsible for overseeing and managing the procurement of tangible personal property, services, and construction, including ensuring compliance with applicable procurement laws, policies, and procedures.
- K. “**Chief Procurement Officer**” or “**CPO**” means that person within the CPD who is responsible for the control of procurement of items of tangible personal property, services, or construction.
- L. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director.
- M. “**Close of Business**” means the normal close of business of the Requesting Department; 5:00 PM Mountain Time.
- N. “**Confidential**” means 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, Sections 57-3-A-1 through 57-3A-7. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
- O. “**Contract/Agreement**” means any agreement or Price Agreement for the procurement of items of tangible personal property, services, or construction.
- P. “**Contractor**” means any business having a contract with the Agency.
- Q. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- R. “**Desirable**” the terms “may,” “can,” “should,” “preferably,” or “prefers,” identify a desirable or discretionary item or factor.

- S. “**Electronic Submission**” means a successful submittal of Offeror’s proposal consisting of text, images or both readable on computers or other electronic devices.
- T. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
- U. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
- V. “**Final Award**” means the point at which the contract(s) resulting from this RFP have been fully executed through the final required signature, thereby making the contract(s) legally binding. See also “Contract.”
- W. “**Finalist**” means an Offeror who meets all the mandatory specifications of this RFP and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
- X. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
- Y. “**Joint Powers Board (JPB)**” means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station (BuRRT).
- Z. “**Key Personnel Lead**” means the primary individual identified by the Offeror to lead project execution, participate in the interview, and act as the main point of contact throughout the contract term.
- AA. “**Landfill**” means the Caja del Rio Landfill.
- BB. “**Living Wage**” means the minimum hourly wage necessary for a person to achieve a higher standard of living.
- CC. “**Mandatory**” 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 Offeror’s proposal.
- DD. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
- EE. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
- FF. “**Multi-Term Contract**” means a contract having a term longer than one year (NMSA 1978, Section 13-1-68).
- GG. “**Offeror**” means any person, corporation, or partnership who chooses to submit a proposal.

- HH. **“OpenGov”** means the City of Santa Fe’s, and therefore the Agency’s, official electronic procurement platform used to post solicitations, receive vendor proposals, facilitate communication with Offerors, and manage procurement activities in a transparent, streamlined, and auditable manner.
- II. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the Agency, City of Santa Fe, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
- JJ. **“Procurement Manager”** or **“PM”** means any person authorized by both the CPD and Agency to facilitate the procurement process and/or administer the resulting contract(s). The Procurement Manager is responsible for managing all aspects of the procurement, including planning and coordinating all related events; ensuring that all required information is provided to potential offerors, the Evaluation Committee, and CPD; and preparing and processing the Evaluation Committee Report. The Procurement Manager ensures compliance with all applicable requirements and serves as the primary point of contact throughout the procurement lifecycle. The Procurement Manager is the sole point of contact for all communication related to the procurement. Potential offerors, Agency staff, and CPD must direct all questions or information through the PM. Agency staff must rely on the PM to serve as the liaison between the Agency and CPD to maintain consistency, transparency, and compliance. When questions, challenges, or issues arise during the procurement process, the Procurement Manager should consult with CPD for guidance. CPD is available to support and facilitate the RFP process and to assist the Procurement Manager in ensuring a smooth, fair, and compliant procurement.
- KK. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.
- LL. **“Protest”** means a formal, written objection to a solicitation or contract award, submitted in accordance with NMSA 1978, Section 13-1-172 and the City of Santa Fe’s Procurement Manual, to the Protest Manager identified in this RFP.
- MM. **“Request for Proposals”** or **“RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- NN. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who, when required, provides information and documentation demonstrating that their financial resources, production or service facilities, personnel, reputation, and experience are sufficient to ensure satisfactory delivery of the services or tangible personal property described in the proposal.
- OO. **“Responsive Offer”** means an Offeror whose proposal conforms in all material respects to the requirements set forth in the RFP. Material aspects of the RFP include, but are not limited to, price, quality, quantity, delivery requirements, and compliance with all mandatory specifications, terms, and conditions necessary for fair and complete evaluation.

PP. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents have been completely and successfully uploaded into OpenGov—prior to the submission deadline stated in this RFP.

QQ. **“Staff”** refers to any individual employed by an Offeror, whether on a full-time, part-time, or independent contractor basis.

RR. **“State (the State)”** means the State of New Mexico.

SS. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the state requirement(s). This statement shall be included in Offerors proposal. (e.g., “We concur,” “Understands and Complies,” “Comply,” and “Will Comply if Applicable”).

TT. **“Subcontractor”** means any person or business entity, other than an employee of the Contractor, that performs part of the work or provides goods or services under the contract resulting from this RFP.

UU. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## 1.6. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by viewing the attachment section of the solicitation. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://procurement.opengov.com/portal/santafenm/projects/207525>

## 2. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

### 2.1. SEQUENCE OF EVENTS

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

Issue RFP:	October 22, 2025
Pre-Proposal Meeting (Non-Mandatory):	October 28, 2025, 10:00am <a href="https://teams.microsoft.com/meet/2237893743751?p=20smB7iAa3Rkj6fitl">https://teams.microsoft.com/meet/2237893743751?p=20smB7iAa3Rkj6fitl</a>
Deadline for Written Questions:	October 30, 2025, 5:00pm
Response to Written Questions:	October 31, 2025, 5:00pm

Proposals Due Date:	November 5, 2025, 3:00pm
Blind Evaluation*:	November 7, 2025
Interviews*:	November 11, 2025
Identification of Potential Finalist Offeror(s)*:	November 11, 2025
Best and Final Offers*:	November 14, 2025
Joint Powers Board Approval*:	November 20, 2025
Contract Award*:	November 20, 2025

\*Dates indicated after "Proposals Due Date" are estimates only and may be subject to change without necessitating an amendment to the RFP.

## 2.2. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events.

The Agency reserves the right to:

- A. Change or extend the Proposals Due Date.
- B. Revise the RFP document prior to the due date.

The Agency will process an addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. The addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity code used for this event.

### A. Issue RFP

This RFP is being issued by the City on behalf of the Agency on the date indicated in Sequence of Events.

### B. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in Sequence of Events, beginning at 10:00 am MST/MDT via <https://teams.microsoft.com/meet/2237893743751?p=20smB7iAa3Rkj6fitl> **Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the CPD and the Procurement Manager via the OpenGov Procurement Portal.** The identity of the organization submitting the questions will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting.

Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal.

**C. Deadline for Written Questions**

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP as indicated in Section "Sequence of Events". All written questions must be submitted via the OpenGov Procurement Portal. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

**D. Responses to Written Questions**

Responses to the written questions will be provided on OpenGov, on or before the date indicated in "Sequence of Events".

**E. Proposals Due Date**

Only **electronic** proposal submission is allowed.

ALL PROPOSALS MUST BE SUBMITTED FOR REVIEW AND EVALUATION BY THE AGENCY AND EVALUATION COMMITTEE VIA UPLOAD.

Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this RFP. Awarded in this context means approved by the Joint Powers Board.

**F. Blind Evaluation**

The Agency will establish an Evaluation Committee (EC) to evaluate proposals in accordance with the timeline outlined in the Sequence of Events or as soon as feasible. The EC will evaluate proposals based on the criteria specified in the Evaluation section of this RFP, using the metrics presented in each proposal and aligning them with the Agency's needs, as detailed in the Agency column of the Scope/Level of Expertise (SC/LE) Plan .

To ensure impartiality, the CPD and/or Procurement Manager will anonymize proposals by assigning each proposal a letter before forwarding them to the EC. Each Evaluation Factor will be scored on a scale of 1 through 10. The scores will then be averaged and converted according to the assigned values for each Evaluation Factor.

**G. Interviews**

Offerors may be interviewed to evaluate expertise. A notification will be sent to Offerors with meeting details once the EC has conducted their initial review. The EC will interview the Key Personnel Lead. A second individual may be on standby to clarify various aspects of the proposal, if requested.

**H. Identification of Finalist Offeror(s)**

All proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The CPD and/or the Procurement Manager in conjunction with the EC may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors in this RFP, which have been assigned a point value. The responsible Offeror(s) with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the Agency taking into consideration the

Evaluation Factors in this RFP will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

The finalist Offeror will submit the following information to initiate contract negotiations:

1. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
2. Project and emergency contact list.
3. Finalized scope documents which include details on how the tasks will be completed.
4. Description of the end deliverable in terms of simplified metrics.
5. Detailed scope descriptions– A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, Agency and stakeholders to perform the work, inclusive of a detailed schedule and milestone schedule.
6. Project financial summary
  - a. The Offeror's Original Pricing Proposal.
  - b. A list of agreed/accepted Value-Added Options (with impact to price).
  - c. A list of agreed upon Scope Changes or Additional Work with impact to price.
  - d. An updated Price Proposal incorporating agreed/accepted Value-Added Options, scope changes or additional work.

#### **I. Best and Final Offers**

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offeror(s). Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront; however, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in the "Sequence of Events", or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer.

#### **J. Finalize Contracts**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section "Sequence of Events", or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe

specified, the Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

**K. Contract Awards**

Upon finalization of the contracts, the Agency will award as per the Sequence of Events, or as soon as possible thereafter. The Award is subject to appropriate Joint Powers Board approval.

**L. Protest Deadline**

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, Section 13-1-172 and City's Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this RFP. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the RFP number. The protest must include a detailed statement of the grounds for the protest, along with any relevant supporting documentation. It should also clearly state the specific ruling being requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda, CPO

City of Santa Fe

[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

**2.3. General Requirements**

**A. Acceptance of Conditions Governing the Procurement**

By submitting a proposal in response to this RFP, Offerors acknowledge and agree to all Conditions Governing the Procurement, as outlined herein.

**B. Incurring Cost**

All costs incurred by an Offeror in the preparation, submission, transmittal, or presentation of a proposal—including any related materials—are the sole responsibility of the Offeror. Additionally, any costs associated with the setup, demonstration, or evaluation of proposed equipment, products, or systems shall be borne entirely by the Offeror.

**C. Prime Contractor Responsibility**

By receiving a contract resulting from this RFP, each awarded Contractor is solely responsible for fulfilling all contractual requirements with the Agency. The Agency will only work with and make payments to the Contractor(s) named in the executed agreement(s) and will not be responsible for any payments to subcontractors, third parties, or for any ancillary costs such as taxes, permits, or fees.

**D. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contract whether subcontractors are used. Additionally, the prime contractor must

receive approval, in writing, from the Agency before any subcontractor is used during the term of the resultant contract.

**E. Amended Proposals**

Offerors may submit amended proposals at any time prior to the Proposal Due Date. Each amended submission must serve as a complete replacement of the original proposal. Amendments may be submitted in response to changes issued by the Agency or to reflect revisions made independently by the Offeror. To ensure clarity during evaluation, all amended proposals must be clearly labeled as such and must explicitly state that they supersede any previously submitted versions. The Agency will evaluate only the most recent, complete version submitted prior to the deadline. The Agency or the CPD personnel will not merge, collate, or otherwise combine materials from multiple submissions.

**F. Proposal Withdrawal**

Offerors may withdraw their proposals at any time prior to the Proposal Due Date. A written request to withdraw must be submitted via email, addressed to the CPD and the Procurement Manager, and signed by a duly authorized representative of the Offeror. Withdrawal requests received after the Proposal Due Date will be subject to applicable procurement regulations and are not guaranteed to be accepted.

**G. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or one-hundred eighty (180) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

**H. Disclosure of Proposal Contents**

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for proprietary or confidential material as follows:

1. Proprietary and Confidential information is restricted to:
  - a. confidential financial information concerning the Offeror's organization; and
  - b. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, Sections 57-3A-1 through 57-3A-7.
2. If a request is received for disclosure of proprietary or confidential materials, the Agency and the CPO shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

**I. No Obligation**

This RFP in no manner obligates the Agency to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

**J. Termination**

This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the Agency.

**K. Sufficient Appropriation**

Any contract awarded because of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

**L. Legal Review**

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the CPD and the Procurement Manager.

**M. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

**N. Basis for Proposal**

Only information supplied in writing by the CPD and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

**O. Contract Terms and Conditions**

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract. However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract strongly enough to propose alternate terms and conditions despite the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be

considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

**P. Offeror's Terms and Conditions**

Offerors must include with their proposal a complete list of any additional/modified terms and conditions they wish to have considered for inclusion in the final contract. Offerors must clearly identify the specific section(s) of the Agency's Draft Contract they propose to modify and provide the exact language they wish to substitute or add. Failure to submit proposed terms at the time of proposal submission may result in the Agency deeming those terms waived during contract negotiations.

**Q. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

**R. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in NMSA 1978, Sections 13-1-83 and 13-1-85.

**S. Right to Waive Minor Irregularities**

The Evaluation Committee, upon approval from the CPO, reserves the right to waive minor irregularities. The Evaluation Committee 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 Evaluation Committee and CPO.

**T. Change in Contractor Representatives**

The Agency reserves the right to require a change in the contractor's assigned representative if, in the Agency's judgment, the individual is not adequately meeting the Agency's needs. If multiple representatives are assigned, the Agency may require changes to any or all of them as deemed necessary.

**U. Notice of Penalties**

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

**V. Agency Rights**

The Agency, in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

**W. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

**X. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of both the City and the Agency. If the RFP is cancelled, the electronic record shall be closed, and all proposals shall remain confidential.

**Y. Confidentiality**

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

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

**Z. Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must be registered and have a valid email address to receive correspondences.

**AA. Use of Electronic Versions of This RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the CPD and the Agency, the Offeror acknowledges that the version maintained by the CPD and the Agency shall govern. Please refer to: <https://procurement.opengov.com/portal/santafenm/projects/207525>

**BB. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City or County Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

**CC. Disclosure Regarding Responsibility**

1. Any prospective Contractor and any of its Principals who enter a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - a. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

- b. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - i. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - ii. violation of Federal or state antitrust statutes related to the submission of offers; or
    - iii. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  - c. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  - d. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - i. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - ii. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - iii. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
2. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
  3. Following award, the Contractor shall promptly provide written notice to the individuals listed in the contract's Notice section if, at any time during the term of the contract, the Contractor becomes aware that any part of its prior disclosure was inaccurate or has become inaccurate due to changed circumstances.
  4. Disclosure of any relevant circumstances under this requirement will not automatically result in termination of the contract. However, such disclosures will be considered when evaluating the Contractor's responsibility and capacity to perform under the contract. Failure to provide a required disclosure, or to submit additional information upon request, may result in a determination that the Offeror is nonresponsive

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
6. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the CPO or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the CPO may terminate the involved contract for cause. Still further the CPO may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the CPO

**DD. Compliance with the City of Santa Fe and Santa Fe County’s Minimum Wage Rate Ordinances (Living Wage Ordinances)**

The vendor must comply with the City of Santa Fe current living wage rate requirements posted on this page <https://santafenm.gov/economic-development/business-resources/living-wage-information> when working within the limits of the City. BuRRT is located within City of Santa Fe limits.

The vendor must comply with the Santa Fe County's current living wage rate requirements posted on this page <https://www.santafecountynm.gov/livingwage> when working within the unincorporated areas of the County. The Caja del Rio Landfill is located within the unincorporated area of the County.

**EE. New Mexico/Native American Resident Preferences**

Percentages will be determined based upon the point-based system outlined in NMSA 1978, Section 13-

1-21. a) New Mexico Resident Business Preference / Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP. b) New Mexico/Native American Resident Veteran Preference

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

Local Preference: An Offeror who submits to the Agency a valid City of Santa Fe or Santa Fe County Business License with a local address shall receive a five (5) percent preference. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the Resident/Native American business preference or the Resident/Native American Veteran preference.

### **3. RESPONSE FORMAT AND ORGANIZATION**

#### **3.1. ELECTRONIC SUBMISSION ONLY**

## ELECTRONIC SUBMISSION ONLY

**Offerors must submit proposals in response to this RFP through OpenGov. Only one electronic copy of each part of the proposal should be submitted, as outlined below.**

Offerors' proposals should be submitted as separate uploads, as outlined in this section. Each uploaded file should be clearly labeled as “**Scope/Level of Expertise Plan,**” “**Value Added Plan,**” or “**Price Proposal.**” If an Offeror proposes additions or modifications to the Agency's draft contract, a third document titled “**Contract Edits**” may be submitted. These proposed changes should align with the guidelines in the **General Requirements** section and be summarized in the draft contract attachment reference.

**ELECTRONIC proposal submissions** must be fully uploaded via **OpenGov** before the submission deadline. Files **cannot** be password-protected and should be submitted in **PDF format**, unless an **Excel spreadsheet** or another format is specifically requested. Offerors should allow ample time to upload large files to ensure a **complete** and **on-time** submission.

As soon as you see this notice, **verify that you can log in** to your OpenGov account and access the RFP. Do not wait until the last minute to check your login credentials or ensure you can interact with the system. If you encounter login issues, **contact OpenGov at support@opengov.com.**

Allow plenty of time to upload your proposal via **OpenGov**. If you experience issues, **email OpenGov at [support@opengov.com](mailto:support@opengov.com), at least two hours before the deadline.** Issues reported within the final two hours may not be resolved in time. While the City will assist, **timely resolution cannot be guaranteed** if problems arise close to the deadline.

Submissions will be deemed **late** if not **both**:

1. **Fully complete** before the deadline.
2. **Received via the submission link** before the deadline.

Additionally, if submissions are not received on time due to being **captured, blocked, filtered, quarantined,** or otherwise **prevented from reaching the OpenGov system** by security or anti-virus software, it will still be considered **late** and **will not be accepted.**

If you are working on your submission close to the deadline and the clock strikes **3:00 pm**, the system **will not** accept your submission and may even log you out. This is **not** a system error—it is the result of **waiting too long** to submit. **Offerors are responsible** for planning accordingly and ensuring timely submission.

**⚠ REMEMBER TO CLICK THE SUBMIT BUTTON! ⚠**

**⚠ LATE PROPOSALS MAY NOT BE ACCEPTED ⚠**

Any proposal that does not adhere to the requirements of **the Response Format and Organization section** may be deemed non-responsive and rejected on that basis.

### **3.2. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Offerors shall include the following forms/information completed accurately, in the format provided and according to any instructions contained within the form or information request. Failure to follow instructions may result in disqualification.

<b>Form/Information</b>	<b>Value</b>
Campaign Contribution Disclosure Form	Mandatory
Conflict of Interest	Desirable
Non-Collusion Affidavit	Desirable
List of Key Personnel	Desirable
Pricing Proposal	Rated
Scope/Level of Expertise Plan (SC/LE)	Rated
Value Added Plan (VA)	Rated
Reference List	Desirable
Draft Contract	Desirable

#### **4. SCOPE OF WORK**

##### **4.1. Scope of Work**

Offeror must have a medical facility or mobile unit access within 30 minutes normal driving distance from any City building or facility, including the Agency’s Administration Building located at 149 Wildlife Way, Santa Fe, NM 87506, and the Buckman Road Recycling Station (BuRRT) located at 2600 Buckman Road, Santa Fe, NM 87507.

Offeror shall provide the medical services on an as-needed basis between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Hours before 8:00 a.m. and/or after 5:00 p.m. and weekend hours are highly preferred for drug and alcohol testing.

##### **Detailed Services**

The Offeror is required to provide the following services as part of this solicitation:

##### **A. Occupational Health Services:**

1. Pre-employment and periodic physical examinations aligned with job functions and risk assessment.
2. Monitoring and management of work-related health issues.

##### **B. Drug and Alcohol Testing:**

1. Conduct random, pre-employment, post-accident, and reasonable cause drug and alcohol testing in compliance with DOT and OSHA standards.

2. Implement a chain of custody process following SAMHSA guidelines.

**C. OSHA Medical Screening and Surveillance:**

1. Perform medical examinations as required under OSHA standards, including monitoring of employees exposure to specific harmful substances.
2. Maintain accurate and confidential medical records in accordance with 29 CFR 1910.

**D. Respirator Fit Testing:**

1. Conduct quantitative fit testing using the protocols established in the OSHA Respiratory Protection Standard (29 CFR 1910.134).
2. Provide training and education on the appropriate use of respirators to employees.

**E. Immunizations:**

1. Administer necessary vaccines per CDC and state immunization guidelines, including hepatitis B, influenza, and tetanus.
2. Record immunizations and manage recall processes for booster shots where applicable.

**F. Work-related Injury Care:**

1. Provide initial assessments, treatment, and follow-up services for work-related injuries.
2. Coordinate with local workers' compensation carriers and ensure timely reporting of claims.
3. Offeror shall also provide appropriate medical and rehabilitative services to the employees for maximum medical improvement (MMI) and a safe return to work as early as possible.

**G. Workers' Compensation Essentials:**

1. Assist with the completion and submission of workers' compensation forms.
2. Facilitate disability determinations and return-to-work evaluations in alignment with medical best practices.

**Service Requirements**

The Offeror must comply with the following service requirements:

- A. All medical personnel must be duly licensed to practice medicine in New Mexico and hold applicable certifications for specialized services.
- B. The Offeror must maintain compliance with HIPAA regulations to ensure the confidentiality of medical records and protect employees' personal health information.
- C. All services must be provided in accordance with established best practices and industry standards, ensuring the highest degree of quality care.

- D. A comprehensive quality assurance program should be in place to regularly monitor and assess service delivery, ensure compliance, and implement improvements as necessary.
- E. The Offeror must provide a physician or qualified healthcare provider for consultation to the Human Resources department.
- F. Offeror shall serve as an expert witness for substance abuse testing and procedures, injury care and NM Workers' Comp related cases, when requested.

### **Delivery Requirements**

The following delivery requirements must be strictly adhered to:

- A. Services must be promptly available during normal business hours, with the ability to arrange after-hours services as necessary.
- B. All medical services must be performed at approved locations, including but not limited to the Offeror's clinic or at designated sites.
- C. Reports related to physical examinations, drug tests, and medical evaluations must be provided within five (5) business days following the completion of each service.
- D. The Offeror must establish a dedicated communication channel for scheduling and urgent care requests, ensuring timely responses within one (1) business day.
- E. Ongoing tracking and reporting of service metrics, including utilization rates, treatment outcomes, and employee satisfaction, is required.

### **Additional Requirements**

- A. The Offeror must provide evidence of liability insurance coverage to protect against malpractice and negligence claims.
- B. Offerors are required to demonstrate prior experience in providing similar employee health services, particularly to municipal clients or organizations of comparable size.
- C. Offerors may be subject to an audit or site visit by personnel to verify compliance with service requirements prior to contract award.
- D. Responses must include a detailed proposal outlining the Offeror's approach to delivering the specified services, staffing model, and rates for services rendered.
- E. Services for Medical Review Officer (MRO) are contracted separately and are not included in this RFP.

### **Conclusion**

Both the Agency and the City are committed to maintaining a safe and healthy work environment for its employees. The selected Offeror will contribute decisively to this initiative by providing quality medical services that comply with regulatory standards and industry benchmarks. Proposals should emphasize the Offeror's qualifications, experience, and commitment to excellent occupational health care. All submissions will be evaluated based on the comprehensiveness of services offered, qualifications of providers, quality

assurance measures in place, responsiveness to needs, and cost-effectiveness. Through the procurement of these services, both the Agency and City seeks to promote the well-being of its workforce while ensuring that it meets all local, state, and federal regulations affecting employee health and safety.

## 5. EVALUATION

### 5.1. SCORING

The Evaluation Committee will evaluate and score proposals based on the information provided in this document and the Offerors’ demonstrated understanding of the RFP’s objectives. Attendance at the Pre-Proposal Meeting is strongly recommended, as it will help Offerors understand the key information required in their proposals and provide a detailed explanation of the evaluation process.

Proposals will be evaluated according to the criteria listed below, which have been identified as critical to the success of the projects. In the event the Evaluation Committee determines that an Interview is not necessary based upon the submittal, all points will be awarded for that criteria.

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	50
2	Value Added Plan (VA)	5
3	Price Proposal	25
4	Interview	20
5	Preferences	5% - 15% of the total available points*

\*See local preference requirements below

### 5.2. DESCRIPTION OF EVALUATION

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

A. **Price Proposal.** The Offeror will prepare and submit a price proposal and breakout. The rest of the proposal shall not include any financial information in regard to the overall project. Any financial information associated with a Value Add can be included in that section and will be seen by the Evaluation Committee.

B. **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA).

1. Purpose of PC Submittal

- a. Assist Agency in prioritizing Offerors’ submittals based on their scope, expertise, and ability to understand and deliver the intended project.

- b. Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.

2. PC Submittal Format Requirements

- a. PC submittal must NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
- b. A PC proposal template is included in this RFP. This document must be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
- c. Failure to comply with any of the PC format requirements may result in disqualification.
- d. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the Agency that the offeror has expertise for the specific project being proposed on.
- e. References used in the PC submittal must be listed in the Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.

3. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the Agency's specific needs. It should summarize the metrics that show the Offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. In addition to completing the Performance Metrics table on the SC/LE Plan, Offerors should provide a narrative explaining their proposed performance metrics. This narrative should describe how their capabilities and proven track record—which the Agency will verify through references—align with or exceed the Agency's sample benchmarks. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a high-level summary of their proposal to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan must be included in the pricing proposal.

4. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the Agency at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the Agency may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options must NOT be included in the pricing proposal.

5. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List.

C. **Interviews** - The offerors may be required to participate in an interview to evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Sequence of Events, or as soon as possible thereafter. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested.

#### D. **Local Preferences**

##### **Purpose:**

The Agency recognizes the economic value of supporting local businesses. Local preferences are intended to enhance the competitiveness of local businesses in the procurement process, in alignment with the Agency's Procurement Manual and applicable ordinances. These preferences are applied to promote local economic growth while adhering to the governing laws and regulations.

##### **Usage:**

Preferences are applied in the evaluation of proposals received in response to the Agency's RFPs. These preferences are granted to businesses that meet specific qualifications, as outlined below, and can only be applied to procurements funded by the Agency. They are not applicable to purchases using state, federal, or grant funds.

##### **Application:**

#### 1. **Preference Qualification**

- To qualify for New Mexico/Native American Resident Business Preference, an Offeror must attach a New Mexico/Native American Resident Business certification issued by the New Mexico Taxation and Revenue Department to their proposal.
- To qualify for New Mexico/Native American Resident Veteran Business Preference, an Offeror must attach a New Mexico/Native American Resident Veteran Business certification issued by the New Mexico Taxation and Revenue Department to their proposal.
- To qualify for Local Preference, an Offeror must attach a current City of Santa Fe or Santa Fe County Business License with an address located within the City of Santa Fe or Santa Fe County to their proposal.
- Proposals without a valid certification will not be eligible for preference consideration.

#### 2. **Evaluation in the Formal RFP Process**

##### ▪ **Point-Based System:**

- New Mexico/Native American resident businesses are awarded additional points equivalent to 8% of the total possible points.

- New Mexico/Native American resident veteran businesses are awarded points equivalent to 10% of the total possible points.
- Local businesses are awarded 5% of the total possible points.

**3. Restrictions**

- Resident business preference is not cumulative with the resident veteran business preference.
- Local preferences is awarded in addition to either the resident or veteran business preferences.

E. **Additional Information:** Applications for Resident and Veteran Business certification can be downloaded at: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

**5.3. AWARD**

The Agency will notify each offeror in writing of the Agency's decision.

- A. The Agency reserves the right to reject any or all proposals and to award more than one offeror and to a offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the Agency is final.
- B. The Agency at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.
- C. The Agency reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is/are dependent upon the Offeror’s finalized Scope of Work (SOW) being acceptable to the Agency. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements included in the proposal can be added or amended, at the Agency's sole option, to the final contract. Obligations of confidentiality will be an important condition of resulting contracts. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence unless otherwise allowed by the Agency.

**6. EVALUATION FACTORS**

**Project Capability**

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p><b>Scope/Level of Expertise Plan (SC/LE)</b></p> <p>It should summarize the metrics that show the Offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. There should be a narrative explaining their proposed performance metrics and describe how their capabilities and proven track record align with or exceed the City's and Agency's expectations. Significant differences, highlight unique strengths or advantages, should be justified, and a high-level summary of the proposal should be provided to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement.</p>	0-10 Points	50 <i>(50% of Total)</i>
2.	<p><b>Value Added (VA) Plan</b></p> <p>Identify any value-added options or ideas that may benefit the City and Agency at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Identify: 1) what the City and Agency may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas.</p>	0-10 Points	5 <i>(5% of Total)</i>
3.	<p><b>Price Proposal</b></p> <p>Offeror's must respond to each line item listed in the Price Proposal. If an Offeror cannot provide a particular line item, then the Offeror shall indicate as such by selecting "No Bid".</p>	0-10 Points	25 <i>(25% of Total)</i>
4.	<p><b>Interview</b></p> <p>The Evaluation Committee will interview the Key Personnel Lead</p>	0-10 Points	20 <i>(20% of Total)</i>

## Preferences

No.	Evaluation Criteria	Scoring Method	Weight (Points)
-----	---------------------	----------------	-----------------

1.	<p><b>Resident Business Preference</b></p> <p>New Mexico/Native American resident businesses are awarded additional points equivalent to 8% of the total possible points.</p> <ul style="list-style-type: none"> <li>Resident business preference is not cumulative with resident veteran preference.</li> </ul>	Points Based	8 <i>(100% of Total)</i>
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**Preferences**

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Resident Veteran Preference</b></p> <p>New Mexico/Native American resident veteran businesses are awarded points equivalent to 10% of the total possible points.</p> <ul style="list-style-type: none"> <li>Resident business preference is not cumulative with resident veteran preference.</li> </ul>	Points Based	10 <i>(100% of Total)</i>

**Preferences**

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Local Preference</b></p> <p>Local businesses are awarded 5% of the total possible points.</p> <ul style="list-style-type: none"> <li>Resident business or resident veteran preference is cumulative with local preference.</li> </ul>	Points Based	5 <i>(100% of Total)</i>

**7. PRICE PROPOSAL**

**PRICE PROPOSAL**

Basic & DOT Physicals/Drug and Alcohol Testing

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Physical Examination	Each		
2	DOT Physical Examination	Each		
3	DOT Regulated Drug Screen (5-panel)	Each		
4	After Hours: DOT Regulated Drug Screen (5-panel)	Each		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
5	Non-Regulated (Rapid) Drug Screen (5-panel)	Each		
6	After Hours: Non-Regulated (Rapid) Drug Screen (5-panel)	Each		
7	Non-Regulated Drug Screen (10-panel)	Each		
8	After Hours: Non-Regulated Drug Screen (10-panel)	Each		
9	Breath Alcohol Test (BAT)	Each		
10	After Hours: Breath Alcohol Test (BAT)	Each		

### PRICE PROPOSAL

#### Immunizations and Infectious Disease Screening

Line Item	Description	Unit of Measure	Unit Cost	No Bid
11	Hepatitis B Vaccine	Each		
12	Hepatitis B Titer (Surface Antibody)	Each		
13	T-Dap Vaccine (Tetanus, Pertussis & Diphtheria)	Each		
14	Influenza Vaccine	Each		
15	HIV Screening	Each		
16	Tuberculosis Screening	Each		
17	On-Site Personnel (Labor)	Per Hour		

### PRICE PROPOSAL

#### Respiratory Protection Program

Line Item	Description	Unit of Measure	Unit Cost	No Bid
18	OSHA Respirator Questionnaire	Each		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
19	Respirator Physical	Each		
20	Pulmonary Function Test	Each		
21	Lead & ZZP Whole Blood	Each		
22	General Health Panel (Chem. 23, CBC, UA)	Each		
23	Cholinesterase Whole Blood	Each		
24	Heavy Metals - As, PB, HG Urine	Each		
25	Chest X-Ray	Each		
26	E.K.G	Each		

### PRICE PROPOSAL

#### Other Medical Services/Testing

Line Item	Description	Unit of Measure	Unit Cost	No Bid
27	Coronavirus Clearance/RTW Evaluation	Each		
28	Coronavirus (COVID-19) Assessment	Each		
29	SARS Co-V2 RNA COVID19	Each		
30	SARS Cov-2 Ab IgG Spike	Each		

## 8. **VENDOR QUESTIONNAIRE**

1. **NM Business Tax Identification Number (NMBTIN) fka CRS, when applicable**
2. **Identify the individual(s) authorized by the organization to contractually obligate to queries on behalf of this Offeror:\***

Please provide the following:

- Name
- Title
- Email

- Telephone Number

\*Response required

**3. Identify the individual(s) authorized by the organization to negotiate on behalf of this Offeror:\***

Please provide the following:

- Name
- Title
- Email
- Telephone Number

\*Response required

**4. Identify the individual(s) authorized by the organization to clarify/respond to queries on behalf of this Offeror:\***

Please provide the following:

- Name
- Title
- Email
- Telephone Number

\*Response required

**5. Will you require the use of subcontractors?\***

- Yes  
 No

\*Response required

When equals "Yes"

**5.1. Subcontractors\***

Please provide a list of subcontractors who will be used in the performance of any resultant contract.

\*Response required

**6. RFP Acknowledgement\***

**By clicking "Please confirm" below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization, I accept the Conditions Governing the Procurement, as required of this RFP;

- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section "Evaluation" of this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

Please confirm

\*Response required

## **7. Contract Terms and Conditions**

As specified in the Conditions Governing the Procurement. Attached is the draft contract for review and/or upload.

- [DRAFT Contract Employee Med...](#)

## **8. Campaign Contribution Disclosure Form\***

Please download the below documents, complete, and upload.

- [SWMA CAMPAIGN CONTRIBUTION ...](#)

\*Response required

## **9. Key Personnel Lead Information\***

Please provide the following:

- Name
- Title
- Email
- Telephone Number

\*Response required

## **10. Conflict of Interest Statement Acknowledgement\***

The Agency and City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of Agency contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the signatory authority, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the Agency and City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the signatory authority and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the Offeror makes an immediate and full written disclosure to the Agency that includes a description of the action that the Offeror has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is

determined to exist, the Agency may, at its discretion, cancel the contract. If the Offeror was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the Agency, the Agency may terminate the contract for default.

The Agency may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

By clicking "Please confirm" below, I certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Employee Medical Services. For the duration of this firm's involvement in the Employee Medical Services contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Employee Medical Services contract.

I certify that this firm will keep all Employee Medical Services contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the Agency has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Employee Medical Services contract. I understand that if this firm leaves this Employee Medical Services contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the Agency relating to the confidentiality of the Employee Medical Services contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Employee Medical Services contract confidential information has or intends to disclose that information in violation of this agreement.

The above information is subject to verification by the Agency. If the Agency finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

Please confirm

\*Response required

**11. Describe any relationship with any entity (such as the Agency, City of Santa Fe, Santa Fe County, State Agency, reseller, etc. that is not a subcontractor(s) listed above), if any, which will be used in the performance of any resultant contract. \***

N/A, None, Does not apply, etc. are acceptable responses to this item.

\*Response required

**12. Non-Collusion Affidavit Acknowledgement\***

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit Ack...](#)

\*Response required

**13. Reference List\***

Please download the below documents, complete, and upload.

- [Reference List SWMA.docx](#)

\*Response required

#### **14. Project Capability Submittal**

The Offeror must answer the questions below, along with the Project Capability (PC) Submittal. Failing to answer or answering “No” to any of the questions below may result in disqualification.

**14.1. Is your PC Submittal a total of 3 pages or less (2 page maximum for the SC/LE and 1 page for VA document)?\***

- Yes
- No

\*Response required

**14.2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is?\***

- Yes
- No

\*Response required

**14.3. Do you understand that you must use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses?\***

- Yes
- No

\*Response required

**14.4. Do you understand that the contents of PC Submittal will become part of the Contract?\***

- Yes
- No

\*Response required

**14.5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?\***

- Yes
- No

\*Response required

#### **14.6. Scope/Level of Expertise Plan (SC/LE)\***

Offerors must use this template. Offerors should identify their project performance metrics for each of the requirements. The Offeror can also add additional project performance metrics that they feel differentiates themselves from other offerors.

Instructions:

- Offerors **should use this template** to provide their project performance metrics for each requirement.
- Each reported metric **should be supported by a reference** listed in the **Reference List**, with the corresponding reference number indicated in the "Ref #" column.
- Offerors may add additional performance metrics that differentiate their qualifications.
- **Offerors should NOT modify the prefilled sample data** or exceed the **2-page limit** for this section.
- **Offerors should NOT include any identifying information** in this submission.

The **Agency Sample** column provides reference figures based on anticipated project needs. Offerors should enter their actual experience metrics in the **Offeror’s Project Performance** column.

Please download the below documents, complete, and upload.

- [Scope Level of Expertise Pl...](#)

\*Response required

#### **14.7. Proposal Scope Narrative\***

In addition to completing the SC/LE table described above, Offerors are to provide a narrative explaining their proposed performance metrics. This narrative should describe how their capabilities and proven track record—which the Agency will verify through references—align with or exceed the Agency’s expectations. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a **high-level summary** of their proposal to ensure the selection committee can quickly grasp the key aspects of the Offeror’s approach and qualifications. *Also, include details and justification regarding the speed and accuracy of reports on exam results, incident summaries, and overall trends; and regarding the Offeror’s ability to handle the City and Agency’s specific needs and how the Offeror will scale up, as required.*

\*Response required

#### **14.8. Value Added Plan (VA)\***

Offerors must use this template. The Value-Added Plan should identify any **value-added options or ideas that may benefit the Agency**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 1-page limit for this section**. Do NOT include any identifying information in the Plan. Information supported by an indicated reference must have a corresponding reference listed in the **Reference List**. Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

Please download the below documents, complete, and upload.

- [Value Added Plan VA SWMA.docx](#)

\*Response required

#### **14.9. New Mexico Resident Business Preference and/or Local Preference Documentation**

Upload current certificate and/or local business license showing residence within City of Santa Fe or Santa Fe County.