

The Purchasing Memo

Date: February 13, 2026

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: 
Mario Risso, Assistant Fire Chief

Via: 
Scott Ouderkirk, Interim Fire Chief

Subject: Service Contract for Consultation on Ambulance Supplemental Payment Program

Vendor Name: Public Consulting Group, LLC

Munis Vendor Number: 8719

ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of a service contract in the total amount of \$1,800,000— not to exceed and excluding tax for consultation for a term of four (4) years with Public Consulting Group, LLC (PCG).

CONTRACT NUMBER:

The FY27 Munis contract number is 3260359.

BACKGROUND AND SUMMARY:

The Fire Department serves a large number of Medicaid beneficiaries, but as is typical for ambulance services, revenue from billing Medicaid falls far short of covering our costs. The State approved Ambulance Supplemental Payment Program (ASPP) enables Fire Department to have access to additional federal Medicaid funds to recover a substantial portion of the uncovered cost. The ASPP is a state directed payment that assists in promoting the continued delivery of high-quality Emergency Medical Services (EMS) to Medicaid patients. ASPP emergency ground ambulance services (EGAS) providers are paid a quarterly supplemental payment tied to actual utilization.

The existing MOA #26-630-8000-0004, Item #26-0026 between Fire Department and Health Care Authority (HCA) facilitates an Inter-Governmental Transfer (IGT) of funds for the purpose of Fire Department's participation in ASPP. The City pays an IGT to HCA. HCA applies the funds as a grant share to draw down supplemental payment from Medicaid.

We request approval of the attached professional services contract with Public Consulting Group, LLC to develop, implement and support Fire Department's participation in Medicaid ASPP. Compensation to PCG includes a contingency fee of 14% of revenue received by the City under the ASPP during the term of the agreement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Emergency Services Admin/1000021

Munis Object Name/Number: Miscellaneous Expenses/564000

Budget Officer / Designee: Andy Hopkins **Date:** 02/19/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

The procurement vehicle is based on an existing contract with Sandoval County. Contract number 2024018025 expires on June 30, 2028.

Chief Procurement Officer (CPO)/Designee:  **Date:** 02/20/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions:

ATTACHMENTS:

Horizons declination

CPO Service Determination Email

Procurement document: Statewide Price Agreement (Sandoval County Contract #2024018025)

Certificate of Liability Insurance (COI)

Professional Services Contract

BAR



Services Offered to the City of Santa Fe (FY26)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>

RE: Public Consulting Group determination

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Date Fri 10/10/2025 12:14 PM

To JOHNSON, STEN A. <sajohnson@santafenm.gov>

Cc CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>

Greetings,


This determination classifies the scope of work as *Professional Services*. It pertains solely to this classification and does not assess whether the scope of work or procurement method complies with all applicable legal standards. I reserve the right to revise this determination should there be any changes to the scope of work from what was originally submitted. The procurement process must adhere to the policies and procedures outlined by the City of Santa Fe, Central Purchasing, the Procurement Manual, and all relevant state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) *if* this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
 - Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
 - IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov; Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
 - Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
 - Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
 - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
 - Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
 - Asset over \$5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the current and appropriate templates and forms are used, they can be found on the intranet https://intranet.santafenm.gov/finance_1 and OpenGov: <https://procurement.opengov.com/governments/1784201/projects> and documented [procedures/laws/rules](#) are followed.
- When processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-117.1, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - [Pavilion: Free Cooperative Contract Search for Governments](#) (please work with Purchasing if you think you find an existing or cooperative contract that might work)
- Submit via [Submit Purchase Requests](#) or the appropriate email address:
 - Determination requests to purchasing_det@santafenm.gov
 - All other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

 [Book time to meet with me](#)

Regards,

Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer
 200 Lincoln Avenue
 Santa Fe, NM 87501
 505-629-8351
tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] <https://santafenm.munisselfservice.com/vss/>

[We Are Live With OpenGov] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



“A journey of a thousand miles begins with a single step” ~ Lao Tzu

From: JOHNSON, STEN A. <sajohnson@santafenm.gov>

Sent: Friday, October 10, 2025 11:44 AM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Cc: CANDELARIA MARTINEZ, TONINETTE O. <tocandelariamartinez@santafenm.gov>

Subject: Public Consulting Group determination

Hi Travis,

May I have your determination on a renewal contract with PCG?

They are the consultants that work with us on the Ambulance Supplemental Payment Program.

Attached is Sandoval County's contract, their RFP, and letter of extension from PCG. Hoping to do this on an existing contract.

Thank you,

Sten A Johnson
Assistant Chief – Support Services
City of Santa Fe Fire Department
200 Murales Rd.
Santa Fe, New Mexico 87501
505-467-9799



CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

Ambulance Supplemental Payment Program Consultant

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and PUBLIC CONSULTING GROUP LLC, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, Section 13-1-129, Procurement Under Existing Contracts; and NMSA 1978, Section 13-1-135, Cooperative Procurement Authorized; and

WHEREAS, the Contractor is one of such requisite qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

The Contractor shall provide the following services for the City for 4 calendar year cost reporting cycles, defined as **CY25** (January 1, 2025 – December 31, 2025), **CY26** (January 1, 2026 – December 31, 2026), **CY27** (January 1, 2027 – December 31, 2027), and **CY28** (January 1, 2028 – December 31, 2028).

A. The City provides countywide ambulance and medical services some of which will qualify for the Ground Emergency Medical Transportation (“GEMT”) Program for Medicaid. The City must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and

Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and as such, the Contractor shall comply.

B. The City provides emergency medical transports to Medicaid patients each year and the Contractor shall complete the required paperwork for the City to participate in the Emergency Ground Ambulance Service (“EGAS”).

C. The Contractor will support New Mexico Emergency Medical Services (“EMS”) providers to design and implement the EGAS. New Mexico's EGAS provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.

D. The Contractor shall design and develop a Medicaid EGAS, including the drafting of a Medicaid State Plan Amendment, cost report form, cost report instructions, and public notice.

E. The Contractor will provide all documentation needed by the New Mexico Human Services Department (“HSD”) to facilitate the establishment of the EGAS.

F. The Contractor will support the City and the HSD to obtain approval of the EGAS, including preparing responses to requests for additional information or briefing other constituents and stakeholders.

G. The Contractor shall have the knowledge, skills, and ability to fully complete the required cost reports to HSD within the time frame prescribed by HSD.

H. The Contractor shall have knowledge of the applicable data and cost reporting principles specified in New Mexico and federal statutes.

I. The Contractor will conduct stakeholder meetings to educate the City on the existing Medicaid Supplemental Payment opportunity.

J. The Contractor will draft a program plan and a supplemental payment strategy to best align with the needs of New Mexico providers.

K. The Contractor will work with the City and other stakeholder providers (Sandoval County, Santa Fe County, and City of Albuquerque) to engage the state of New Mexico.

L. The Contractor will develop Centers for Medicare and Medicaid Services (“CMS”) and Certified Public Expenditure (“CPE”) approval documents, including a state plan amendment, a cost reporting template, a program manual, and a public notice of intent.

M. The Contractor will develop CMS Intergovernmental Transfer (“IGT”) program approval documents, including a preprint form, a program model, and a payment process.

N. The Contractor will facilitate ongoing discussions with the state of New Mexico through program design, and an approval and implementation process.

O. The Contractor will assist the City in negotiations with CMS through the EGAS program approval process.

- P. The Contractor will assist the City in negotiations with Managed Care Organizations (“MCO”) through IGT agreement development.
- Q. The Contractor shall have knowledge and experience in the completion of all Schedules as required by the Program.
- R. The Contractor will provide the City and other stakeholder providers with EGAS participation training, as well as online system development and Ambulance Cost Reporting Portal (“ACRP”) training.
- S. The City will provide the Contractor with all of the required data needed to complete the Schedules; however, the Contractor is responsible for accurate completion of the Schedules.
- T. The Contractor shall be able to accept from the City, in electronic submission form, all information via a secure connection in accordance with HIPAA.
- U. If the completed cost report is rejected by HSD, the Contractor shall work with the City to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- V. The Contractor shall keep the City informed of all updates relating to the EGAS program and estimate the impact of future changes in Medicaid reimbursement.
- W. The Contractor shall support the City in establishing the legal and operational ground to participate in the EGAS program.
- X. The Contractor shall draft supporting documentation and flow processes for presentation to the City and assist with messaging and review presentations for governmental relationship staff as needed.
- Y. The Contractor shall monitor claims and cash flows of EGAS program to ensure the City receives appropriate benefit from the program and has met documentation needs.
- Z. If, as a result of an audit by any governmental or regulatory agency, including but not limited to HSD, a refund is required by the City. The Contractor agrees to pay no more than the portion of the compensation fee, as set forth in Attachment B, that was paid on the amount being refunded.

Managed Care Organization (“MCO”) Support Services (If Applicable):

In the event of Medicaid Managed Care implementation, the Contractor will provide the listed services below:

- I. The Contractor will work with HSD to establish the MCO supplemental reimbursement program and payment methodology.
- II. The Contractor shall review annually the rebased MCO payment calculation and offer feedback to HSD.
- III. The Contractor shall keep the City informed of all updates relating to managed care and estimate the impact of future changes in managed care reimbursement.
- IV. The Contractor shall support the City in establishing the legal and operational ground to participate in the Managed Care program.
- V. The Contractor shall draft supporting documentation and flow processes for presentation to the City and assist with messaging and review presentations for governmental relationship staff as needed.

- VI. The Contractor shall provide guidance and support to the City for it to enter into contracts with MCOs.
- VII. The Contractor shall be familiar with the Managed Care program in the Health Care Authority (“HCA”) and all the rules, regulations and managed care reporting requirements.
- VIII. The Contractor shall monitor claims and cash flows of Managed Care programs to ensure the City receives appropriate benefit from the program and has met documentation needs.

2. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to Ambulance Supplemental Payment Program consultant for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.
- B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. COMPENSATION

- A. Payment. The City shall compensate the Contractor for the services described in the scope of work, the City agrees pay the Contractor no greater than \$1,800,000.00.
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms. Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor’s designated address. The City shall issue payment in accordance with the timelines required by law.
- D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.
- E. Compensation. The City will compensate the Contractor pursuant to the provisions contained in Section 3, and unless the parties agree otherwise in writing, shall not pay the Contractor any other benefits, expenses, or compensation.
 - i. The City will compensate PCG within 30 days following the receipt of billing statements from the Contractor that comport with the terms of this Agreement. The Contractor shall submit billing statements directly to the City contact person identified in Section 28.
 - ii. Upon termination or expiration of this Agreement, the Contractor will be entitled to receive compensation for contracted services satisfactorily provided prior to the effective date of termination or expiration.

- F. The Contractor maintains the costs of insurance and its compensation includes all costs and applicable taxes. In consideration for the Contracted Services, CITY will pay the Contractor 14% of the federal share portion of reimbursements received by CITY under the EGAS program. PCG will assume the risk from program development through payment. PCG will not be compensated until reimbursements are received by CITY under the EGAS program

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to Article 5 (Termination) and Article 6 (Appropriations). A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. TERMINATION

- A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.
- B. Notice; City Opportunity to Cure.
1. The City shall give Contractor written notice of termination of convenience at least thirty (30) days prior to the intended date of termination. If the City terminates this Contract for convenience prior to the completion or submission of a cost report, the Contractor shall invoice, and the City shall compensate the Contractor, at an hourly rate of \$300 for the time the Contractor expended in preparing such cost report. If the City terminates this Contract for convenience after the submission of a cost report, but prior to payment being received by the City, the parties agree that the compensation provisions herein shall survive termination of the Contract, and the City shall timely compensate PCG pursuant to those provisions.
 2. Either party shall give the other party written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the alleged material breaches of this Contract upon which the termination is based and (ii) state what the other party must do to cure such material breaches. Such a notice of termination shall only be effective (i) if the other party does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the other party does not, within the thirty (30) day notice period, notify the noticing party of its intent to cure and begin with due diligence to cure the material breach.
 3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or

debarred by the City; or (iii) the Contract is terminated pursuant to Article 6 (Appropriations), of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

6. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City, which approval shall not be unreasonably withheld.

9. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. RELEASE

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 City.

12. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

Notwithstanding anything to the contrary, the Contractor will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to the Contractor's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any Contractor intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered the City's property or works made for hire.

13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. AMENDMENT

- A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have

the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 5 (Termination) herein, or to agree to the reduced funding.

15. ENTIRE AGREEMENT

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. MERGER

This Contract incorporates all the Contracts, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. PENALTIES FOR VIOLATION OF LAW

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

18. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. WORKERS' COMPENSATION

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. PROFESSIONAL LIABILITY INSURANCE

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. OTHER INSURANCE

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22.1. COMMERCIAL GENERAL LIABILITY

Insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

22.2. BROADER COVERAGE AND LIMITS

The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS CONTRACT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY THE CITY TO THE CONTRACTOR PURSUANT TO THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.

23. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. INDEMNIFICATION

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

The parties agree and acknowledge that the Contractor will receive all information and data from the City on an as-is basis. The Contractor is not responsible for errors or omissions in any data that it receives from the City. The Contractor is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by the City. The City warrants that such data is accurate and complete, and that the City has appropriate records to substantiate such data. The Contractor is not liable for any reimbursement, refund, or contribution should the City be subject to penalties in connection with the services rendered. The City agrees that the Contractor will not be liable for any losses, damages, or third-party claim/s associated with any Contractor act that is because of inaccurate or incorrect data entered or uploaded by the City. The City agrees to defend, indemnify, and hold the Contractor harmless against any losses suffered by the Contractor as the result of any inaccuracies in the data provided, entered, or uploaded by the City.

25. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

<u>To the City:</u> Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Fire Assistant Fire Chief 200 Murales Rd Santa Fe, NM 87501 mdrisso@santafenm.gov (505) 467-9799	<u>To the Contractor:</u> PUBLIC CONSULTING GROUP LLC Miles Brown 148 State Street, 10th Floor Boston, MA 02109 mbrown@pcgus.com 720-274-6305
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29. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. NON-COLLUSION

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City’s Chief Procurement Officer.

31. DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City’s obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City’s rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. DEFAULT AND FORCE MAJEURE

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
PUBLIC CONSULTING GROUP LLC



MICHAEL GARCIA, MAYOR

GARY GAROFOLO, CHIEF OPERATING OFFICER

DATE: 02/09/2026

NMBTIN: 031765340

ATTEST:

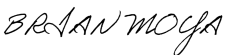
CITY CLERK

Approved to form and legal sufficiency by:



FRANK RUYBALID, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR






PCG City of Santa Fe PSA

Final Audit Report

2026-01-29

Created:	2026-01-29
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgk5psDgM-M0oZlfzxChFkC-HBCDv8G2

"PCG City of Santa Fe PSA" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-01-29 - 6:15:56 PM GMT- IP address: 63.232.20.2
-  Document emailed to Frank Ruybalid (feruybalid@santafenm.gov) for signature
2026-01-29 - 6:16:13 PM GMT
-  Email viewed by Frank Ruybalid (feruybalid@santafenm.gov)
2026-01-29 - 8:37:41 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Frank Ruybalid (feruybalid@santafenm.gov)
Signature Date: 2026-01-29 - 8:38:10 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2026-01-29 - 8:38:10 PM GMT



*County of Sandoval, NM
Sandoval County Fire & Rescue
EGAS Services*

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between Sandoval County (“COUNTY”) and Public Consulting Group LLC (“PCG”) as of July 1, 2024 (“Effective Date”).

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and;

WHEREAS, PCG possesses professional skills that can assist COUNTY in analyzing and reporting costs to secure “supplemental payments”, and;

WHEREAS, COUNTY wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative, and;

WHEREAS, County’s Board of County Commissioners awarded RFP # FY24-FIRE-02 for Medicaid Ambulance Supplemental Payment Program Consulting Services to Public Consulting Group on June 26, 2024;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, COUNTY and PCG hereby agree as follows:

- 1. Description of Services.** PCG will provide the professional services assigned by COUNTY and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
- 2. Term.** The Agreement will be effective from the Effective Date through June 30, 2028, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by COUNTY in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and COUNTY acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, COUNTY will compensate PCG as set forth herein with respect to any reimbursements COUNTY receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

3. **Compensation.** COUNTY will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.
 - a. COUNTY will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the COUNTY Contact Person identified in Section 5.
 - b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.

4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.

The Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Moreover, if COUNTY terminates this Agreement for convenience prior to the completion or submission of a cost report, PCG shall invoice, and COUNTY shall compensate PCG, at an hourly rate of \$300 for the time PCG expended in preparing such cost report. If COUNTY terminates this Agreement for convenience after the submission of a cost report, but prior to payment being received by COUNTY, the parties agree that the compensation provisions, including those in Attachment B, shall survive termination of the Agreement.

PCG and COUNTY agree that the terms of this Agreement, including any obligation monetary or otherwise, shall be subject to and contingent upon the availability and sufficiency of appropriations authorized by COUNTY's Board of County Commissioners for the performance of this Agreement. If sufficient funds are not appropriated or sufficient authority is not given, this Agreement is subject to termination without penalty by either PCG or COUNTY upon written notice being given by either party to the other. COUNTY's decision as to whether sufficient appropriations are available shall be accepted by PCG and shall be final. If COUNTY proposes an amendment to the Agreement to unilaterally reduce funding, PCG shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For COUNTY:

Eric Masterson
Fire Chief
Sandoval County Fire & Rescue
1500 Idalia Rd, Building D, P.O. Box 40
Bernalillo, NM 87004
emasterson@sandovalcountynm.gov

For CONTRACTOR:

Miles Brown
Senior Consultant
Public Consulting Group LLC
148 State Street, 10th Floor
Boston, MA 02109
mbrown@pcgus.com

6. **Relationship of the Parties**

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venture of COUNTY.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by COUNTY to its employees. COUNTY shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to COUNTY employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- d. PCG has no authority to and shall not purport to bind, represent, or speak for COUNTY or otherwise incur any obligation on behalf of COUNTY for any purpose unless expressly authorized by COUNTY.

7. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
8. **Insurance and Indemnification.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both COUNTY and PCG from claims that may arise from PCG's performance of the Contracted Services.

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

9. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
10. **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies. All subcontractors or others completing work on behalf of PCG shall be bound by the terms and conditions of this Agreement, and PCG shall remain responsible for any such work done.
11. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the "Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.
 - a. "Proprietary or Confidential Information" is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual

property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term "Proprietary or Confidential Information" shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as "confidential" or "proprietary" by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term "Proprietary or Confidential Information" includes the original information provided by Disclosing Party as well as all copies.

- b. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
- c. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- d. To the extent allowed by law, the Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.
- e. The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
- f. All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either

Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.

- g.** If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records.
- h.** Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i.** The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.
- j.** The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k.** If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

 - i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
 - ii. Consult with the Disclosing Party on the appropriate response to the request;
 - iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
 - iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion

of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.

- i.** Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
 - m.** The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
 - n.** Other than as set forth above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
 - o.** This Agreement and its terms shall be treated as Proprietary and Confidential Information to the maximum extent allowable by law.
 - p.** Notwithstanding any other term or condition in the Agreement, the parties agree that the County is subject to the Inspection of Public Records (commonly known as the "IPRA," NMSA 1978, Section 14-2-1 et seq.), and in accordance with such, Proprietary or Confidential Information shall not include those records subject to inspection under the IPRA or by other operation of law. If the County receives an IPRA request related to PCG or this Agreement, the County will promptly notify PCG of that request so that PCG may seek any legal remedy in relation to the person/entity making that IPRA request.
- 12. As-Is Information and Data.** The parties agree and acknowledge that PCG will receive all information and data from COUNTY on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from COUNTY. PCG is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by COUNTY. PCG is not liable for any reimbursement, refund, or contribution should COUNTY be subject to penalties in connection with the services rendered.

13. **Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

Notwithstanding anything to the contrary, PCG will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to PCG's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any PCG intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered COUNTY's property or works made for hire.

14. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for COUNTY and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
15. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
16. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. .
17. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
18. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
19. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the State of New Mexico, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of the State of New Mexico shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.
20. **Miscellaneous**
- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DIS-

CLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.

- b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY COUNTY TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
- c. Each party agrees that they shall not at any time make disparaging statements or induce others to make disparaging statements, in any form, about the other party or any of its respective employees, officers, directors, products or services.
- d. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- f. Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.
- g. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it

has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

21. **Cooperative Purchasing.** The terms and conditions of this Agreement may be extended to any other agency or other entity to permit those other entities to contract with PCG for the goods or services set forth in this Agreement, subject to the mutual agreement of PCG and the other entity, which may include different payment terms. County assumes no authority, liability, or obligation to PCG or to any other entity with respect to any such resulting contract.”

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PUBLIC CONSULTING GROUP LLC

SANDOVAL COUNTY

BY: Marc Stauble
NAME: Marc Stauble
TITLE: Practice Area Director
DATE: 08/14/2024

BY: [Signature]
NAME: Wayne H. Johnson
TITLE: County Manager
DATE: 8/22/24

**ATTACHMENT A
CONTRACTED SERVICES
Emergency Grand Ambulance Services (EGAS) and Other Consulting**

PCG will provide the below Contracted Services for four cost reporting cycles, defined as July 1, 2022 to June 30, 2023 (for CY24 payments); January 1, 2023, to December 31, 2023 (for CY25 payments); January 1, 2024, to December 31, 2024 (for CY26 payments); and January 1, 2025 to December 31, 2025 (for CY27 payments)

- A. COUNTY provides countywide ambulance and medical services some of which will qualify for the GEMT Program for Medicaid. COUNTY must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- B. COUNTY provides emergency medical transports to Medicaid patients each year and PCG shall complete the required paperwork for COUNTY to participate in the EGAS.
- C. PCG will support New Mexico EMS Providers to design and implement the EGAS. New Mexico's EGAS provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
- D. PCG shall design and develop a Medicaid EGAS, including the drafting of a Medicaid State Plan Amendment, cost report form, cost report instructions, and public notice.
- E. PCG will provide all documentation needed by the New Mexico Human Services Department (HSD) to facilitate the establishment of the EGAS.
- F. PCG will support PROVIDER and the HSD to obtain approval of the EGAS, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.
- G. PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to HSD within the time frame prescribed by HSD.
- H. PCG shall have knowledge of the applicable data and cost reporting principles specified in New Mexico and federal statutes.

- I. PCG will conduct stakeholder meetings to educate COUNTY on the existing Medicaid Supplemental Payment opportunity.
- J. PCG will draft program plan and supplemental payment strategy to best align with the needs of New Mexico providers.
- K. PCG will work with COUNTY and other stakeholder providers to engage the state of New Mexico.
- L. PCG will develop CMS CPE approval documents, including state plan amendment, cost reporting template, program manual, and public notice of intent.
- M. PCG will develop CMS IGT program approval documents, including Preprint Form, program model, payment process.
- N. PCG will facilitate ongoing discussions with the state of New Mexico through program design, approval and implementation process.
- O. PCG will assist COUNTY in negotiations with CMS through the EGAS program approval process.
- P. PCG will assist COUNTY in negotiations with MCOs through IGT agreement development
- Q. PCG shall have knowledge and experience in the completion of all Schedules as required by the Program.
- R. PCG will provide COUNTY and other stakeholder providers with EGAS participation training, as well as online system development and Ambulance Cost Reporting Portal (ASCR) training.
- S. COUNTY will provide PCG with all of the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.
- T. PCG shall be able to accept from COUNTY, in electronic submission form, all information via a secure connection in accordance with HIPAA.
- U. If the completed cost report is rejected by HSD, PCG shall work with COUNTY to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.

- V. PCG shall keep COUNTY informed of all updates relating to the EGAS program and estimate the impact of future changes in Medicaid reimbursement.
- W. PCG shall support COUNTY in establishing the legal and operational ground to participate in the EGAS program.
- X. PCG shall draft supporting documentation and flow processes for presentation to COUNTY and assist with messaging and review presentations for governmental relationship staff as needed.
- Y. PCG shall monitor claims and cash flows of EGAS program to ensure COUNTY receives appropriate benefit from the program and has met documentation needs.
- Z. If, as a result of an audit by any governmental or regulatory agency, including but not limited to HSD, a refund is required by COUNTY, PCG agrees to pay no more than the portion of the compensation fee, as set forth in Attachment B, that was paid on the amount being refunded.

Managed Care (MCO) Support Services (If Applicable)

In the event of Medicaid Managed Care implementation, PCG will provide the listed services below:

- A. PCG will work with NM Human Services Department (HSD) to establish the MCO supplemental reimbursement program and payment methodology.
- B. PCG shall review annually the rebased MCO payment calculation and offer feedback to NM HSD.
- C. PCG shall keep COUNTY informed of all updates relating to managed care and estimate the impact of future changes in managed care reimbursement.
- D. PCG shall support COUNTY in establishing the legal and operational ground to participate in the Managed Care program.
- E. PCG shall draft supporting documentation and flow processes for presentation to COUNTY and assist with messaging and review presentations for governmental relationship staff as needed.

- F. PCG shall provide guidance and support to COUNTY for it to enter into contracts with Managed Care Organizations.
- G. PCG shall be familiar with the Managed Care program in the DSS and all the rules, regulations and managed care reporting requirements.
REF
- H. PCG shall monitor claims and cash flows of Managed Care program to ensure COUNTY receives appropriate benefit from the program and has met documentation needs.

**ATTACHMENT B
COMPENSATION**

PCG maintains the costs of insurance and its compensation includes all costs and applicable taxes.

In consideration for the Contracted Services, COUNTY will pay PCG 15% of the federal share portion of reimbursements received by COUNTY under the EGAS program, provided that the total compensation will not exceed \$261,500.00 for each of the four full annual cost reporting periods as set forth in Attachment A.

PCG will assume the risk from program development through payment. PCG will not be compensated until reimbursements are received by COUNTY under the EGAS program

REQUEST FOR PROPOSALS (RFP)

**SANDOVAL COUNTY
FIRE AND RESCUE**

**Medicaid Ambulance Supplemental Payment Program
Consulting Services**



RFP# FY24-FIRE-02

Release Date: June 7, 2024

Due Date: June 20, 2024 at 3:00 p.m. MDT

NIGP CODES: 94610

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Sandoval County Board of County Commissioners is accepting sealed proposals for Medicaid Ambulance Supplemental Program Consulting Services (NIGP Commodity Codes 94610). Responses will be accepted in the Finance Department, Attn: Leslie Olivas, Sandoval County Administrative Bldg, 1500 Idalia Road, Bldg. D 2nd Floor, P.O. Box 40, Bernalillo, New Mexico up to 3:00 p.m. (Mountain Daylight Time) on June 20, 2024. Late submissions will not be considered. The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

B. SANDOVAL COUNTY BACKGROUND

Sandoval County is a Class A county located in central New Mexico. It covers over 3,700 square miles of both urban and rural areas with a population of approximately 148,800 people according to the 2020 census. Sandoval County has a commission/manager form of government. The Board of County Commissioners consist of five members elected by voters within their respective districts. The County Manager is appointed by the Commission to carry out policy and serve as chief administrative officer.

C. SCOPE OF PROCUREMENT

Sandoval County Fire and Rescue is seeking to have a qualified individual and/or agency prepare New Mexico's Ambulance Supplemental Payment Program's (ASPP) annual Medicaid cost report in coordination with the Centers for Medicare and Medicaid Services (CMS) the fire department, the County, and the State of New Mexico's Human Services Department (HSD).

D. TERM OF CONTRACT

The resulting contract of this solicitation shall remain in effect for a period of four (4) consecutive years following award.

E. PROCUREMENT MANAGER

1. Sandoval County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Leslie Olivas, Senior Procurement Specialist
Address: Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Telephone: (505) 404-5873

Fax: (505) 867-7605
Email: ldolivas@sandovalcountynm.gov

2. All deliveries of responses via express carrier must be addressed as follows. All potential offerors are responsible for ensuring their complete proposal is received on or before the stated deadline, regardless of courier utilized. Late proposals will not be considered for award.

Name: Leslie Olivas, Senior Procurement Specialist
RFP Name: Medicaid Ambulance Supplemental Payment Program Consulting Services
RFP# FY24-FIRE-02
Address: Sandoval County
1500 Idalia Road Bldg. D
PO Box 40
Bernalillo, NM 87004

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may ONLY contact the Procurement Manager regarding this procurement. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of the County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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 Request for Proposals. Emailed protests will not be considered as properly submitted.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Sandoval County	JUNE 7, 2024
2. Pre-Proposal Conference	Sandoval County	NONE
3. Return of Acknowledgement of Receipt Form	Potential Offerors	JUNE 11, 2024
4. Deadline to submit	Potential Offerors	JUNE 13, 2024

Questions		
5. Response to Written Questions	Procurement Manager	JUNE 17, 2024
6. Submission of Proposal	Potential Offerors	JUNE 20, 2024 AT 3:00 PM MDT.
7. Proposal Evaluation	Evaluation Committee	TBD
8. Selection of Finalists	Evaluation Committee	TBD
9. Contract Awards	Sandoval County	TBD
10. Protest Deadline		+15 days

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the Sandoval County Fire and Rescue.

2. Acknowledgement of Receipt

Potential Offerors may e-mail, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have the offeror placed on the procurement distribution list. The form should be signed by an authorized representative of the offeror, dated and returned to the Procurement Manager.

The procurement distribution list will be used for the distribution of written responses to questions.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph E. Questions shall be clearly labeled and shall cite the section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms.

5. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN DAYLIGHT TIME (MDT) ON **June 20, 2024**. **Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Medicaid Ambulance Supplemental Payment Program Consulting Services** and **RFP# FY24-FIRE-02**. Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all Offerors that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule, Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Sandoval County. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

8. Contract Awards

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Sandoval County taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Sandoval County Commission approval.

9. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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 Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Leslie Olivas, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal (Appendix C). Submission of a proposal constitutes acceptance of the Evaluation Factors.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this RFP.

4. Amended Proposals

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

5. Offeror's Rights to Withdraw Proposal

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

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

6. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

7. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public. Offerors agree that Sandoval County is subject to the Inspection of Public Records (commonly known as the "IPRA," NMSA 1978, Section 14-2-1 et seq.), and in accordance with such, Proprietary or Confidential Information shall not include those records subject to inspection under the IPRA or by other operation of law. If Sandoval County receives an IPRA request related to an offeror or any subsequent Agreement, Sandoval County will promptly notify the offeror of that request so that the offeror may seek any legal remedy in relation to the person/entity making that IPRA request.

8. No Obligation

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

9. Termination

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

10. Sufficient Appropriation

Any contract awarded as a result 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 County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Legal Review

The County 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 Procurement Manager.

12. 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, and the ordinances of Sandoval County.

13. Basis for Proposal

Only information supplied, in writing, by Sandoval County through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. 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, § 13-1-83 and 13-1-85.

15. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that 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.

16. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the County, adequately meeting the needs of the County.

17. Notice of Penalties

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

18. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or County 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.

19. Ownership of Proposals

All documents submitted in response to the RFP shall become property of Sandoval County.

20. 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 County.

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

21. 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 agency, the Offeror acknowledges that the version maintained by the County shall govern.

22. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (Appendix B) as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

23. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form (Appendix C) which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Acknowledge that a sub-contractor will not be authorized for this procurement.
6. Identify the following with a check mark and signature where required:
 - a. indicate acceptance of the Conditions Governing the Procurement indicate acceptance of this RFP; and
 - b. Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in #2 above.

24. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into 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:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. 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 sub-contract.
 - b. violation of Federal or state antitrust statutes related to the submission of offers;
or
 - c. 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.
 3. 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.
1. 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:
 - a. 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.
 - b. 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.
 - c. 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.)
- B. 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.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional

information as requested will render the Offeror nonresponsive.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.
- F. 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 State Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

25. Use by Other Government Agencies

By submitting a bid or proposal, the Bidder or offeror indicates that they understand and agree that other local public bodies and state agencies with the State of New Mexico, if allowed by their governing directives, may contract for the goods and services included in this procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Sandoval County.

26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. **E-mail address will be provided on Appendix A which will be submitted in a timely manner.**

27. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended). Offerors **MUST** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Resident Business Preference

A copy of the certification must accompany Offeror's proposal.

B. New Mexico Native American Resident Business Preference

- A copy of the certification must accompany Offeror's proposal.
- C. **New Mexico Resident Veterans Business Preference**
A copy of the certification must accompany Offeror's proposal.
- D. **New Mexico Native American Resident Veterans Business Preference**
A copy of the certification must accompany Offeror's proposal

An agency shall not award a business for more than one preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP include federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

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

1. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

2. NUMBER OF COPIES

A. Hard Copy Responses

Offeror's proposal must be clearly **labeled and numbered and indexed**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors must deliver:

- **Technical Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL).
- **Cost Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL).
- **Please include an electronic copy (flash drive) of the Technical and Cost Proposal.**

The original hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the original hard copy shall govern.

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

Sandoval County cannot provide materials such as boxes, envelopes, or tape to a potential Offeror who brings in an unsealed proposal. Unsealed proposals will not be accepted and are considered to be non-responsive to the requirements laid out in this RFP.

3. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals:

1. TECHNICAL PROPOSAL – Binder 1 - Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. The proposal **must be organized and indexed** in the following format and must contain, at a minimum, all listed items in the sequence indicated. Promotional material should be **minimal**.

- A. Signed Letter of Transmittal (Appendix C)
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications
 1. Organizational Experience
 2. Organizational References
 3. Mandatory Specification
 4. Conflict of Interest Affidavit (Appendix E)
 5. Signed Campaign Contribution Form (Appendix B)
 6. New Mexico Preferences (if applicable)
 7. Financial Stability
 8. Proof of Insurance and/or Surety Bonds
 9. Other Supporting Material (if applicable)

2. COST PROPOSAL – Binder 2 MUST BE IN A SEPARATE SEALED ENVELOPE

- A. All costs to be incurred and billed to the county shall be described in detail. The Offeror should understand that the costs of insurance maintained by the organization in connection with the general conduct of its operation are allowable provided: that the types and content of coverage is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances. Liability for that item remains with the Offeror. The proposed price quoted must include all applicable costs and applicable taxes.
- B. Offeror should submit a proposal with a detailed schedule of total costs per task. Offeror should also provide unit cost estimated (hourly, etc.) and time schedule for each task with in each task. The Offeror shall quote

hourly rates for additional consulting beyond the scope of the described tasks.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

The following specifications are to be used as guidelines in submitting proposals and shall be made a part of the contract between Sandoval County and the successful Offeror. Offerors **should** respond in the form of a thorough narrative to each specification described in the Detailed Scope of Work, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

The County of Sandoval, New Mexico is seeking consulting services for a Medicaid Ambulance Supplemental Payment Program Consulting Services Price Agreement for the New Mexico Ground Ambulance Services (EGAS):

All Offerors must meet the following requirements:

- 1. Must have over ten (10) years of experience developing and managing EMS supplemental payment programming**
- 2. Must provide online portal for data reporting and auditing requirements.**
- 3. Must make available a Help Desk phone line service that is accessible during a forty (40) hour work week.**

ASPP Scope of Work:

- The Offeror must provide the compilation of all supporting documentation as required to complete the annual ASPP cost report including but not limited to billing data, CAD/dispatch reports, CAFR/annual financial reports, payroll reports, mileage reports, technician reports, among others.
- The Offeror shall input all the necessary data into the appropriate schedules within the ASPP cost report. The Offeror must provide a Submission of the ASPP cost report and the

respective supplemental documentation to New Mexico's Human Services Department (HSD) for payment of the annual settlement reimbursement.

- The Offeror shall assist Sandoval County Fire with the HSD desk review and the reconciliation processes and make any/all necessary changes to the cost report as requested by HSD to receive payment on the cost report.
- Payment to the vendor for the work provided will take place once Sandoval County Fire receives payment from HSD.
- The Offeror shall provide up to twenty (20) hours of assistance with audits of the cost report, either in person (if the audit is conducted onsite) or through telephone/e-mail (if the audit is a desk audit). If additional audit support hours are needed, as the result of unsatisfactory work performed by the Consultant, these will be provided at no charge.
- The Offeror shall provide up to ten (10) hours of assistance with follow-up questions related to the completed ASPP Medicaid cost report.
- The Offeror shall conduct stakeholder meetings to educate the County on existing Medicaid Supplemental Payment opportunities.
- The Offeror shall assist the County with any negotiations that may occur with CMS and the State regarding the payments.
- The Offeror shall assist the County with established any required agreements and intergovernmental transfers that may be required with Medicaid payers, Medicaid, the State, etc.
- The Offeror shall maintain HIPPA compliance with all documentation.

Schedule

- Data shall be collected during the 12-month reporting period based on each fiscal year of this agreement. Final submission to CMS shall be coordinated with State HSD.
- ASPP paperwork must be submitted to HSD by the designated timeframe for each fiscal year defined as July 1 through June 30 for fiscal years 2025, 2026, 2027, 2028.

Deliverables

- The Offeror shall submit all worksheets and needed documentation to the appropriate state and federal authorities. The Offeror shall provide a copy of all the information submitted with all supporting documentation, including the cost report and worksheets, which shall be provided to the County of Sandoval upon completion.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience:

- a. Provide a description of all relevant experience as required in the scope of work with state, county or municipal government and/or the private sector. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge of the services described in the RFP.
- b. Describe the experience and qualifications of the personnel to be assigned to the work described in this RFP.

2. Organizational References

Offerors must provide a minimum of three (3) references from similar projects performed for state or local government clients within the last three (3) years.

The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the County reserves the right to consider any and all information available to it.

Offerors shall submit the following Business Reference information as part of the Offer:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment (i.e. similar background experience performed); and
- e. Client project manager name, telephone number, fax number and email address.

Offeror is required to submit APPENDIX D, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX D. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in the Sequence of Events for inclusion in the evaluation process.

3. Mandatory Specifications

A brief explanation is required for of each mandatory specification listed below. Offerors are encouraged to fully address each category, as points are assigned:

- a. Provide a description of the approach the Offeror plans to use to complete the work including a project schedule showing how deadlines will be met.

- b. Describe relevant experience and qualifications to perform the work. Include resumes of key staff.
- c. Provide three examples of similar work performed. Include a brief project description and client contract references.

4. Business Specifications

Financial Stability

Offeror's must submit copies of the most recent years independently audited financial statements and the most recent \$10,000 earned, as well as financial statements for the proceeding three years if they exist. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason, and instead submit sufficient information (e.g., D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

Insurance

ALL RESPONDENTS MUST submit with their proposal, proof of insurance for Professional Liability in the amount of \$1,000,000. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Sandoval County requires the following provisions awarded by vendor:

- Sandoval County to be named as additional insured or an insured on all required policies.
- Sandoval County shall be provided with an unconditional thirty (30) days advance written notice of cancellation or material change (i.e. no limit on the notice of cancellation) on all policies.
- Prior to the execution of the resulting contract, the Sandoval County Purchasing Office shall be supplied with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors	Points Available
Organizational Experience	20 points

Organizational References	10 points
Mandatory Specifications	40 points
Quality and Content of Proposal	20 points
POSSIBLE TOTAL COST POINTS	10 points
Lowest Responsive offer Cost ----- X Available Award Points This Offeror's Cost	
GRAND TOTAL POSSIBLE POINTS	100 POINTS
Letter of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Conflict of Interest Affidavit	Pass/Fail
Financial Stability	Pass/Fail
Proof of Insurance	Pass/Fail
New Mexico Preferences:	
Resident Business Vendor Points	
Native American Resident Business Points	
Resident Veteran Points	
Native American Resident Business Points	

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

a. Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

b. Organizational References

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix D). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a

recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it.

c. Mandatory Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this section.

d. Cost

Cost scoring is determined by the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{X Available Points}$$

e. Pass/Fail Section

A "fail" for any item(s) below will result in a non-responsive proposal and the proposal will *not* be evaluated.

- Letter of Transmittal
- Signed Campaign Contribution Disclosure Form
- Conflict of Interest Affidavit Form
- Proof of Financial Stability
- Proof of Insurance

f. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

- **New Mexico Resident Business Preference**
If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 8% of the total points available in this RFP.
- **New Mexico Native American Resident Business Preference**
If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Resident Native American Owned Business Preference is 8% of the total points available in this RFP.
- **New Mexico Resident Veterans Business Preference**

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

- **New Mexico Native American Resident Veterans Business Preference**

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

g. Interview

If an interview is held, the Purchasing Manager will distribute questions and instructions to the finalists prior to the scheduled interview. A maximum of 100 points are possible in scoring each interview for this RFP. The Evaluation Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror's.

EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources of to perform the evaluation.
4. Responsive proposals will be evaluated on the factors set forth in the RFP, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the County taking into consideration the evaluation factors 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.

- **APPENDICES-A through E must be completed and submitted**

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Medicaid Ambulance Supplemental Payment Program Consulting Services
RFP# FY24-FIRE-02

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX E.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **June 11, 2024** by 5:00 pm (Mountain Daylight Time). Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Leslie Olivas, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D, PO Box 40
Bernalillo, NM 87004
Fax: 505-404-5873
E-mail: ldolivas@sandovalcountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two-hundred-fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, sibling, father-in-law, mother-in-law, daughter-in-law, or son-in-law, by consanguinity or affinity.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO-HUNDRED-FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

SANDOVAL COUNTY'S CURRENT ELECTED OFFICIALS

Katherine A. Bruch, Commission District 1

Jay C. Block, Commission District 2

Michael Meek, Commission District 3

David J. Heil, Commission District 4

Joshua Jones, Commission District 5

Linda P. Gallegos, Assessor

Anne Brady-Romero, Clerk

Edward W. Lovato, Probate Judge

Jesse James Casaus, Sheriff

Jennifer A. Taylor, Treasurer

APPENDIX C

LETTER OF TRANSMITTAL FORM

APPENDIX C
Letter of Transmittal Form

RFP #: FY24-FIRE-02

Bidder Name: _____ **FED ID#:** _____

Items #1 - #7 EACH MUST BE COMPLETED IN FULL

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____
Title _____
E-mail Address _____
Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____
Title _____
E-mail Address _____
Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____
Title _____
E-mail Address _____
Telephone Number _____

5. Use of Sub-Contractors (Select one)

- No sub-contractors will be used in the performance of any resultant contract **OR**
 The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Sub-contractors list in #5 above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above I accept the Conditions Governing the Procurement.
 I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
 I acknowledge receipt of any and all amendments to this RFP.

Authorized Signature
(Must be signed by the person identified in item #2, above)

_____, 2024
Date

APPENDIX D
ORGANIZATIONAL REFERENCE QUESTIONNAIRE

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
COMMENTS:

2. How would you rate this firm's knowledge and expertise?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____
Name: _____ Rating: _____
Name: _____ Rating: _____
Name: _____ Rating: _____

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX E
CONFLICT OF INTEREST AFFIDAVIT FORM

APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

I am a former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling, by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$ _____.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I not been a public officer or employee of the Department/Agency within the preceding year, where the contract or action is in excess of \$1,000, nor have I engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by _____ (name of former employee) this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

Terms of the Conflict of Interest Affidavit are inapplicable.

AWARD SUMMARY

RFP FY24-FIRE-02

RFP Name: Medicaid Ambulance Supplemental Payment Program Consulting Services

Date Advertised: June 7, 2024

Submission Deadline: June 20, 2024

Proposals Received: NBS Government Finance Group
Public Consulting Group

Award Recommendation:

The proposal submitted by Public Consulting Group was both responsive and responsible in addition to meeting all the criteria set forth in this RFP. It is therefore recommended that the award goes Public Consulting Group for the Medicaid Ambulance Supplemental Payment Program Consulting Services RFP.

Recommended Offerors: Public Consulting Group

Procurement: Leslie Olivas 6/21/2024
Leslie Olivas, Senior Procurement Specialist Date

Department Official: Eric Masterson 6/21/24
Eric Masterson, Fire Chief Date

