

REQUEST FOR PROPOSALS

SANDOVAL COUNTY

Drug and Alcohol Testing and Medical Services



RFP# FY26-RISK-01

Release Date: October 29, 2025

Due Date: November 20, 2025 at 3:00 p.m. MST

NIGP Codes: 95207, 96130

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Sandoval County Board of County Commissioners is accepting proposals for Drug and Alcohol Testing and Medical Services (NIGP Commodity Codes: 95207, 96130). Responses will be accepted in the Finance Department, Attn: Leslie Olivas, Sandoval County Administrative Offices, 1500 Idalia Road, Bldg. D, 2nd Floor, Bernalillo, New Mexico 87004 until 3:00 p.m. (Mountain Standard Time) on November 20, 2025. Late submissions will not be considered. The Sandoval Board of County 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.

The Sandoval County Risk Management Department is seeking vendors that are experienced in Occupational Health Services and can supply a Laboratory or Facility for drug and alcohol testing for random or post-accident to include non-standard hours of service. Those awarded a contract will ensure that all employees meet the medical requirements set forth by the Occupational Safety and Health Administration (OSHA), Federal Motor Carrier Safety Administration (FMCSA), New Mexico Department of Transportation (NMDOT), and New Mexico Public Regulation Commission (NMPRC) or other policies, regulations, requirements and guidelines that may be addressed. The successful vendor will also provide health screenings and pre-employment physical exams for Sandoval County Detention Center Officers, Sheriff's Deputies, Fire Department Firefighters, and EMS. We also request services to provide the Hepatitis B vaccination. Sandoval County has averaged for the past three years around twenty (2) people who obtain the HEP B series of shots. Sandoval County has average two hundred eighty-five (285) drug screens for the past three years. Random drug screens will be needed for CDL drivers (FMCSA) and non-DOT employees in the safety sensitive positions. Sandoval County has had random drug screen selections on a quarterly basis throughout the year, which should remain consistent.

Fit for duty exams is another service requested for County employees when an employee has been injured outside of work. On average we have around six to ten (6-10) employees a year who will need medical analysis from a physician to assure they can perform the duties of their job. This is outside of our worker's compensation claims and it usually regarding a personal injury. We utilized this understand what restrictions an individual may have and if they can safely be placed to perform their job duties. For mobile service with drug screens, we are looking for convenience to our 24-hour operation departments (Sandoval County Detention Center, Fire, Sheriff, and Public Works) when needing a drug screen and alcohol testing for reasonable suspicion, random selections or post-accident. The provider could possibly travel to 1100 Montoya Road, Bernalillo,

NM; 1500 Idalia Rd., Bernalillo, NM; 2708 Iris Road, Rio Rancho, NM; or Public Works 51 S. Allaround Road, Cuba, NM 87013. This is not a comprehensive list of locations of potential non-standard hour locations. Our Fire Department has two potential locations in the Town of Bernalillo, NM 87004.

C. SCOPE OF PROCUREMENT

The Sandoval County (“County”) Purchasing Office, on behalf of the County Manager, is soliciting proposals from prospective offerors for Drug and Alcohol Testing, mobile Drug testing and Medical Services. The successful offeror will provide administration, reporting, tracking and record keeping for all aspects of pre-employment, reasonable suspicion, random and post-accident drug and alcohol tests performed for the County in compliance with all applicable law including but not limited to FMCSA, NMDOT and NMPRC regulation. The successful offeror will conduct post-offer, pre-employment physicals, Hepatitis B vaccinations and titers; TB testing, physicals. The job function analysis will be done as needed. The successful offeror will be required to comply with Sandoval County rules and ordinances.

Offerors will be asked to indicate whether they are submitting proposals for 1) Drug and Alcohol Testing, 2) Medical Services, or 3) both. If an offeror intends to submit a proposal for both Drug and Alcohol Testing and Medical Services, they must submit separate cost proposals.

D. TERM OF CONTRACT

This Request for Proposal is to contract on a yearly basis with the option to renew the contract annually for a maximum of four (4) years upon satisfactory completion of the Scope of Services. The resulting contract may be multiple award. The contract is non-exclusive should a need or conflict arise as determined by Sandoval County.

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
E-mail: 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. Later proposals will not be considered for award.

Name: Leslie Olivas, Senior Procurement Specialist
RFP Name: Drug and Alcohol Test and Medical Services
RFP# FY26-RISK-01
Address: Sandoval County
1500 Idalia Road, Bldg. D
PO Box 40
Bernalillo, NM 87004

3. **Any inquires 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	OCTOBER 29, 2025
2. Return of Acknowledgement of Receipt Form	Potential Offerors	NOVEMBER 3, 2025
3. Mandatory Pre-Proposal Conference and Site Visit	Sandoval County and Potential Offerors	N/A
4. Deadline to submit Questions	Potential Offerors	NOVEMBER 7, 2025
5. Response to Written Questions	Procurement Manager	NOVEMBER 12, 2025
6. Submission of Proposal	Potential Offerors	NOVEMBER 20, 2025 AT 3:00 PM MST.
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 Risk Management Department.

2. Acknowledgement of Receipt

Potential Offerors may e-mail, hand deliver, return by facsimile or registered or certified mail the “Acknowledgment 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. Mandatory Pre-Proposal Conference and Site Visit

This section is non-applicable for this procurement.

4. 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) of the RFP or other document which forms the basis of the question.

5. 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 all Offerors that provide an Acknowledgement of Receipt Form.

6. 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 STANDARD TIME (MST) ON **November 20, 2025**. **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 **Drug and Alcohol Testing and Medical Services RFP #FY26-RISK-01**. 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.

7. 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.

8. 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.

9. 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.

10. 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 this 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 any individual person authorized to obligate the company. The letter of transmittal MUST:

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

4. 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 and Revenue: <https://www.tax.newmexico.gov/businesses/business-preference-certification/>

A. New Mexico Resident Business Preference

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

B. New Mexico Native American Resident Business Preference

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

C. New Mexico Resident Veterans Business Preference

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

D. New Mexico Native American Resident Veterans Business Preference

A copy of the certification must accompany the 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.

28. Americans with Disabilities Act

Sandoval County is committed to ensuring that all its programs, services, activities, and digital resources are accessible to individuals with disabilities, in compliance with the Americans with Disabilities Act (ADA), Rehabilitation Act, and all other applicable state and local accessibility laws and regulations.

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.

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. 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 project name and RFP number.

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.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½" by 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 reference 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 Preference Certificate (if applicable)
 - 7. Proof of Insurance and/or Surety Bonds
 - 8. 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 within 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(s). Sandoval County is seeking proposals for Drug and Alcohol Testing and Medical Services.

Drug and Alcohol Screening

Post-accident, pre-employment, random drug screens, and reasonable suspicion testing. Sandoval County has a FMSCA group and Non-DOT safety sensitive pool or employees.

1. 5-panel drug screen
2. 10-panel drug screen
3. Alcohol testing
4. Rapid Testing
5. Steroid Testing – Law Enforcement

Mobile Drug Testing Services locations

1. Town of Bernalillo Station #21 – 1 Prairie Star Rd., Bernalillo, NM 87004
2. Sandoval County Detention Center (SCDC) – 1100 Montoya Rd, Bernalillo, NM 87004
3. Sandoval County Sheriff's Office – 7255 Oersted Rd., Bernalillo, NM 87004
4. Cuba Public Works – 51 S. Allaround Road, Cuba, NM 87013

Medical Services

1. Hepatitis B Shots – Will this be charged per each shot, or of the complete series of vaccinations? Is onsite distribution an option?
2. Fit for Duty Medical Examination – At various times the County has employees who obtain an injury. The employee must be examined by a medical professional to determine if the employee is capable of performing their regular job duties as described in their job description. The main goal of this exam is to determine whether the employee and case shall be handled individually as requested by the County.
3. Respirator Fit Testing – Provide a detailed breakdown for a County employee to be examined and medically certified to don and use a restricted breathing apparatus as required for their specific job duties. This procedure and testing shall follow OSHA regulations. Records of these exams and determination for each employee shall be uploaded to the portal or sent to Sandoval County.
4. Tuberculosis Testing – TB testing for individual employees.

Pre-Employment Physicals – SCDC, Fire Department, and Sheriff's Office

Examination for a new hire employee. These physicals shall be designed to assist in determining if an individual can physically perform the required duties of their intended position. Examinations desired by the County include, but are not limited to:

1. General Health Panel 2 – Clinical Laboratory
2. Physical Preplacement Examination
3. Audiometric Examination
4. Drug Screen Analysis
5. EKG – Electrocardiogram
6. Pulmonary Function Test

Describe how the following will be provided:

1. Does the company have a web-based portal for results and other services to store and have results and selections for County access.?
2. Describe your process for scheduling a drug and alcohol screening.
3. Describe your onsite testing (if available) and after-hours testing availability with locations and hours of operation if mobile service is not an option. Provide ours of this service.
4. Describe the software or programming used to conduct a “random selection process”. The current random system used for selection is choosing the same employees very frequently. This causes Sandoval County to do additional work to ensure the employees selected are not always the same.
5. Describe in detail the method used to determine random consortium screening.
6. Describe how information/results will be provided to the County regarding drug screens, exam results, etc.
7. Advise if there are any anticipated increases foreseen or expected after the first year and each year forward. Any increases will require sixty (60) days written notice.
8. Describe the billing process for the company’s services. Is this sent via email or USPS, and how frequently is the billing processed?
9. Does the company provide support for any audits that may occur? Is this an additional cost or is it included?

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

- a. Provide a description of all relevant experiences as required in the scope of work with state government and 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 as a provider of Drug and Alcohol Testing and Medical Services.
- b. Provide a narrative that details the history of the company.
- c. Provide a narrative that details each individual’s staff experience, education, and qualifications.

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 reference 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 and time indicated in the Sequence of Events for inclusion in the evaluation process.**

3. Mandatory Specifications

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

- a. Indicate whether you intend to submit proposals for
 - 1. Drug and Alcohol Testing
 - 2. Medical Services
 - 3. Both

If an offeror indicates they will submit proposals for both, they must submit separate cost proposals.

- b. Provide a detailed explanation of your qualifications and your proposed approach to manage the services requested, as well as quality assurance, quality improvement, and support for any audits.

- c. Provide the leadership of your organization and cite accomplishments of individuals who will provide direct oversight of services to be provided for this contract. Provide resume of each of those individuals with the years of experience and copies of all licenses and certificates of those individuals who will be directly involved if contract is awarded.
- d. Describe your knowledge and experience of how you maintained and assured complaint and sufficient drug and alcohol screening services, fit for duty exams and pre-employment physicals.
- e. Provide the address and physician's primary work location in proximity to Sandoval County 1500 Idalia Rd., Bernalillo, NM 87004.
- f. Detail your understanding of what the County is seeking in regards to the Detailed Scope of Work.

4. Business Specifications

Insurance

ALL RESPONDENTS MUST submit with their proposal, proof of insurance for Professional Liability in the amount of \$1,000,000. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico. 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.
- Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Section 41-4-1 et seq.), Contractor shall increase the maximum limits of any insurance required herein.

- Malpractice/Errors and Omissions Insurance. If applicable to your field, contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.

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 evaluation of individual potential Offeror proposals by sub-category.

Factors	Points Available
Organizational Experience	30 points
Organizational References	15 points
Mandatory Specifications	30 points
POSSIBLE TOTAL COST POINTS	25 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
Proof of Insurance	Pass/Fail
New Mexico Preferences:	
Resident Business Vendor Points	
Native American Resident Business Points	
Resident Veteran Points	
Native American Resident Veteran 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.

1. Organizational Experience

Points will be awarded 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.

2. 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.

3. Mandatory Specifications

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

4. Cost

Cost scoring is determined by the following formula:

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

5. 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 Insurance

6. 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 Native American Resident Veteran Business is 10% of the total points available in this RFP.

7. 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.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specification 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.

Offeror's must utilize the forms provided. Substitutions or statements in lieu of the provided forms are not acceptable and may result in your submission being deemed non-responsive.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Drug and Alcohol Testing and Medical Services

RFP# FY26-RISK-01

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 **November 3, 2025** 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

Jon Herr, Commission District 2

Michael Meek, Commission District 3

Jordan Juarez, 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 #: FY26-RISK-01

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.

_____, 2025
Authorized Signature _____ Date _____
(Must be signed by the person identified in item #2, above)

APPENDIX D

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

(Name of the company you're submitting reference for)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned for **RFP# FY26-RISK-01 Drug and Alcohol Testing and Medical Services** via **facsimile** or **e-mail** at:

Name: Leslie Olivas, Senior Procurement Specialist
Sandoval County Finance Department
Address: 1500 Idalia Road, Building D
Bernalillo, NM 87004

Telephone: 505-404-5873
Fax: 505-867-7605
Email: ldolivas@sandovalcountynm.gov

Please return no later than **November 20, 2025 @ 3:00 p.m. Mountain Standard Time** and **must not** be returned to the individual/company requesting the reference. Late submissions will not be considered.

Please enter **detailed** answers in the “comments” section of each question.

For questions or concerns regarding this form, please contact the Sandoval County Procurement Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

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.