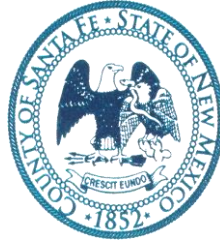


Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Elizabeth Stefanics
Commissioner, District 5

Katherine Miller
County Manager

May 16, 2016

SANTA FE COUNTY
JAIL MANAGEMENT SYSTEM

RFP #2016-0183-CORR/IC

ADDENDUM #3

Dear Offerors,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested offeror to adhere to any changes or revisions to the RFP as identified in this Addendum No. 3. This documentation shall become permanent and made part of the departmental files.

On April 29, 2016 Santa Fe County held the pre-proposal conference for the above referenced Request for Proposals (RFP). Listed below are questions asked at the conference or received via email.

- 1. With what commissary and electronic monitoring systems will the vendor need to interface?** Commissary is Keefe and electronic monitoring is BI, Inc.
- 2. What is the current system used to provide Mugshot and Line Ups?** Our Current JMS vendor provides the interface and is publicized with Brown Rice.
- 3. The RFP requires the vendor to provide a sample project plan, flow charts and graphics. The RFP also states the Offeror may attach other materials that they feel may improve the quality of their responses. Will these documents and attachments count towards the 20 page limit for the response?** Only the response to the evaluation factors on page 25 are limited to the page limit. All other supporting documentation can be included in appendices. If they are included in the response to the evaluation factors, they do count as part of the 20 page limit (ten pages front and back).
- 4. One of the current business processes is IPRA Request Process. Can you explain this process?** IPRA requests are public Requests, this is more geared to making Data and inmate files available in an electronic method.

5. **Can you provide what Appendix C is as it is referenced in the RFP and it appears blank?** Please see attachment A
6. **Who is your current JMS provider today?** J-Corr Technologies, Inc.
7. **How many inmates will this RFP encompass? Is it only for the Adult Detention Center? Are the juveniles included?**
Our Facility can house 650, we also accommodate up to 250 Electronic Monitoring Clients. The jail management system is only for the Adult Detention Facility not the Youth Program.
8. **Will Santa Fe County use a consultant? If yes in what capacity will they be used (as part of the evaluation or planning, etc.)?** No the County is not using a consultant.
9. **What does the term LOCALIZATION mean as it relates to this RFP?** This means the software is meant for a Corrections Facility.
10. **Will references be needed or can we just put them in our summation?** References are not required at this time but may be requested of those Offorer's invited to Oral Presentations.
11. **How many total users do you anticipate for the Jail Management System?** 200
12. **How many concurrent users?** We need an enterprise type based system that would not limit the amount of users at one time. We know not all employees will be on at the same time, but there are too many variables to calculate the exact amount.
13. **How many booking stations does the Corrections Department operate?** 2-3
14. **On how many workstations will the applications be installed for data entry?** The facility has 125 workstations that could accommodate.
15. **How many mugshot capture stations are in operation?** 3
16. **How many stations use barcoding and/or handheld devices?** We do not currently have a barcoding system.
17. **Do you currently have and use wristbands?** No.
18. **What is Parallel Systems Management?** The management of paralleling the two systems; the current system and the new system.
19. **What is the budget for the project?** Budget information will not be released at this time.
20. **How many IT Staff do you have?** 2
21. **Is the Santa Fe Corrections Department a multi-site facility?**

22. How many sites do you have?

23. What type of connectivity/bandwidth is available between sites that need access to the JMS?

24. How many Corrections personnel need to be trained? All Staff- Approx 150-200 would like special advanced training for IT and high end users.

25. Regarding the Scope of Work:

- **Booking – Is the Corrections Department currently using judicial software or is the requirement referencing the ability to interface as needed?** YES to the second portion of the question
- **Classification/Classifications forms and reports – Can you please expand on the “Track Occupants ratings” requirement?** Clarify how the point based system is calculated in the event the system is down or inoperable, the classification team may do an assessment manually.
- **Inmate Management-Profile – Is the Corrections Department currently using phone system software or is the requirement referencing the ability to interface as needed?** Securus is the current vendor. The issuance of a PIN number for the inmate and upload to the Securus system, is needed; currently the inmate has to wait 24 hours,
- **JMS Medical Module – Is Santa Fe Corrections currently using medical records system software or is the requirement referencing the ability to interface as needed?** The County is not currently using a JMS medical module but we would like to and yes the JMS system must be able to interface with a medical module.
- **Electronic Monitoring (EM) – Can you expand on the functionality of your current software and describe the expected functionality of the desired interface?** We currently use BI, INC as our provider for EM, if plausible and a module available to encompass our EM clients within the JMS system.
- **Medical:**
 - o **Who is your current Pharmacy Vendor? What is the expected functionality regarding an interface with your current Pharmacy Vendor—one-way or bidirectional?** Diamond Pharmacy is the current pharmacy vendor. The County would like a bidirectional interface with the medical module if possible and feasible.

26. Who is the current Electronic Health Record System vendor to be interfaced with? Is this a uni-directional or bi-directional interface? There is no current Vendor.

27. Please state whether the following interface is uni-directional or bi-directional:

- Electronic Monitoring System (BI) AFIS (fingerprinting)** Uni-directional
- TRAX (domestic violence)** bi-directional
- Codis (DNA system)** Uni-directional
- Care 360** Uni-directional

28. **Section II, B, Accounting for Inmate Trust Fund Management, states “kiosk integration.” Are these kiosks provided by the Commissary vendor? No**
29. **Please estimate the amount of historical data to be converted to the new JMS. (e.g., 30,000 bookings per year times 10 years). Unknown at this time.**
30. **Can the Owner provide the number of locations in which data is read-only? Not at this time.**
31. **Is local sales tax to be included in pricing? If yes, what is the rate? Pricing is excluded from this RFP response.**
32. **Will the County provide the JMS network, including Ethernet switches, cat5 cabling and 120VAC power as required? IT will provide the network but county IT will not provide any switches or cabling. 120 VAC is not a requirement but suggested.**
33. **Does the County have an existing wireless network that can be used for a watchtour system? If so, does the network meet 802.11n standards? Yes, there is existing wireless access but the system is antiquated. Currently the system is not up to 802.11n Standard**
34. **Does the proposer need to include fingerprint capture pads? If yes, how many are needed? NO**
35. **Does the proposer need to include server(s) and/or workstations for the JMS? Once the amount of Servers are deemed this may be provided by either the County or the Vendor If so, how many workstations are desired? NO Workstations will not need to be provided.**
36. **Is an original ink signature needed on original copy? No an original signature is not required to submit a proposal.**
37. **When will costs for JMS be needed? - Those Offerors invited to Oral presentations will be required to submit a sealed cost proposal.**

- 38. Please explain in as much detail as possible how this RFP is to be answered. It was explained, or our understanding was, during the pre-bid meeting that answers to the 4 questions in Section VI. Evaluation, A. Evaluation Factors would encompass the 10 pages (front and back) responses that the County would base their evaluation on. Our answers would include all pertinent information that would reflect how our solution would best benefit the needs of the County. Is this correct? –Yes that is correct. Please be thorough on how your firm/company can best meet Santa Fe County’s needs.**
- 39. Pg 5 of RFP it mentions Parallel Systems Management. To clarify, is that the interfaces to other systems or something else? This is the time when both systems (current and new) run simultaneously**
- 40. Pg9 of RFP, under Data Conversion it suggests that the County anticipates historical conversion of multiple years’ worth of historical data. Typically pricing is done with some knowledge of the total number of years of data and how many tables, etc. ATIMS generally uses the attached Data Conversion Questionnaire for this information. Is Santa Fe able to provide this information for pricing? A COST PROPOSAL WILL NOT BE ACCETPED AT THIS TIME.**
- 41. To clarify, interfaces include:**
- 1. Courts**
 - 2. Commissary(including check issuance or debit cards)**
 - 3. Inmate Phones**
 - 4. Medical – EHRS (vendor TBD)**
 - 5. Electronic Monitoring (vendor – BI)**
 - 6. Fingerprinting (vendor AFIS)**
 - 7. Livescan**
 - 8. Domestic Violence (Vendor Trax)**
 - 9. DNA (Vendor Codis)**
 - 10. Notifications (vendor VINE)**
 - 11. County website –book/release auto updates; other inmate info.**
- Yes to all if possible. Inmate phones would be PIN management only.
- 42. Pg 19 of RFP,#7, provides both sixty and ninety days that prices are considered firm. Please confirm correct number of days. Pricing will be not accepted with this proposal.**
- 43. Pg 23 of RFP, #C – suggests in binder. Are plastic comb bound submittals acceptable? Yes.**

Please add this Addendum #3 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Proponents are reminded that any questions or need for clarification must be addressed to Iris Cordova, Senior Procurement Specialist at icordova@santafecountynm.gov.

Attachment A

Agreement No. XXXX-XXXX-XX/XX

SAMPLE PROFESSIONAL SERVICES AGREEMENT WITH _____ TO PROVIDE _____

THIS AGREEMENT is made and entered into on this ____ day of _____, 2015, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), an New Mexico political subdivision, and **XXXXX** whose principal place of business is located at _____, (hereinafter referred to as the "Contractor").

WHEREAS, insert background information/rational for required services;

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, the County issued Request of Proposal (RFP) No. _____ for these services; and

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. _____ for the provision of these services; and

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror;

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

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

1. SCOPE OF WORK

Insert scope of work and deliverables

2. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed at the rate of [_____ (\$XXXX.XX)] or [all costs and expenses shall be in accordance with Exhibit A.]
- 2) The total amount payable to the Contractor under this Agreement, exclusive of gross receipts tax shall not exceed [_____ dollars (\$_____) per year]. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

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Agreement No. XXXX-XXXX-XX/XX

- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for a period of three (3) additional years, on a year-to-year basis, upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty days prior to expiration of the initial Agreement.

4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in

Attachment A

Agreement No. XXXX-XXXX-XX/XX

Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for not other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or

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Agreement No. XXXX-XXXX-XX/XX

agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County.

Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

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

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise

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use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

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

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

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B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

Attachment A

Agreement No. XXXX-XXXX-XX/XX

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement 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:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: [insert name, address, phone number and email]

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and properly licensed by New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

Attachment A

Agreement No. XXXX-XXXX-XX/XX

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. 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, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

E. Professional Liability [Malpractice/Errors and Omissions Insurance]. The 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.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

Attachment A

Agreement No. XXXX-XXXX-XX/XX

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints, _____, a New Mexico resident company located at _____, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

Date

Approved as to Form:

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department Approval:

Attachment A

Agreement No. XXXX-XXXX-XX/XX

Carole H. Jaramillo
Santa Fe County Finance Director

Date

Attachment A

Agreement No. XXXX-XXXX-XX/XX

CONTRACTOR:

Signature

Date

Print Name

Print Title