SANTA FE COUNTY

Finance Division

REQUEST FOR PROPOSALS

FINANCIAL ADVISOR SERVICES

2014-0011-FI/IC

SEPTEMBER 2013

TABLE OF CONTENTS

PAGE NO.

I. ADVERTISEMENT 4

II. INTRODUCTION 5
A. PURPOSE OF THIS REQUEST FOR PROPOSAL 5
B. SCOPE OF WORK 5
C. QUALIFICATIONS (If Applicable) 7
D. PROCUREMENT MANAGER 7
E. DEFINITION OF TERMINOLOGY 8

III. CONDITIONS GOVERNING THE PROCUREMENT 10
A. SEQUENCE OF EVENTS 10
B. EXPLANATION OF EVENTS 11
1. Issue of RFP 11
2. Pre-Proposal Conference 11
3. Acknowledgement of Receipt Form Due 11
4. Deadline to Submit Additional Written Questions 11
5. Response to Written Questions 11
6. Submission of Proposals 12
7. Proposal Evaluation 12
8. Selection of Finalists (If Applicable) 12
9. Best and Final Offers from Finalists (If Applicable) 12
10. Oral Presentations by Finalists (If Applicable) 13
11. Finalize Contract 13
12. Contract Award 13
13. Right to Protest 13

C. GENERAL REQUIREMENTS 14
1. Acceptance of Conditions Governing the Procurement 14
2. Incurring Cost 14
3. Prime Contractor Responsibility 14
4. Subcontractors 14
5. Amended Proposals 14
6. Offerors' Rights to Withdraw Proposal 14
7. Proposal Firm Offer 15
8. Disclosure of Proposed Contents 15
9. No Obligation 15
10. Termination 15
11. Sufficient Appropriation 16
12. Legal Review 16
13. Governing Law 16
14. Basis for Proposal 16
15. Contract Terms and Conditions 16

16. Offeror Qualifications 16
17. Right to Waive Minor Irregularities 16
18. Change in Contractor Representatives 17
19. Notice 17
20. County Rights 17
21. Right to Publish 17
22. Ownership of Proposals 17
23. Electronic Mail Address Required 17
24. Preferences in Procurement by Santa Fe County 18

IV. RESPONSE FORMAT AND ORGANIZATION 20
A. NUMBER OF RESPONSES 20
B. NUMBER OF COPIES 20
C. PROPOSAL FORMAT 20
1. Proposal Organization 20
2. Letter of Transmittal 21

V. SPECIFICATIONS 22
A. INFORMATION 22
1. Time Frame 22
B. MANDATORY SPECIFICATIONS 22
1. Experience of the Offeror in providing the services 22
2. Professional ability, skill, experience and technical expertise 22
3. National or Other Recognition of Offeror 22
4. Experience of Offeor with state agencies or local public bodies 22

VI. EVALUATION 23
A. EVALUATION POINT SUMMARY 23
B. EVALUATION FACTORS 23
C. EVALUATION PROCESS 25

APPENDICES:
A. Acknowledgement of Receipt Form 26
B. Campaign Contribution Disclosure Form 27
C. Resident Veterans Preference Certification 30
D. Sample Agreement 33

I. ADVERTISEMENT

REQUEST FOR PROPOSALS
SANTA FE COUNTY ASD FINANCE DIVISION
FINANCIAL ADVISOR SERVICES

RFP #2014-0011-FI/IC

Santa Fe County is requesting proposals for the purpose of procuring professional financial advisor services for the Santa Fe County Finance Division, to include: working with County officials and bond counsel to provide information appropriate to bond rating agencies , conduct a survey of the financial resources of the County to determine the extent of its capacity to authorize, issue and service debt. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A complete proposal shall be submitted in a sealed container indicating the proposal title and number along with the offeror's name and address clearly marked on the outside of the container. **All proposals must be received by 2:00 PM (Mountain Daylight Time) on Thursday, October 17, 2013, at the Santa Fe County Purchasing Division, 142 W. Palace, Second Floor, Santa Fe, New Mexico 87502.** By submitting a proposal for the requested services, each offeror is certifying that its proposal complies with requirements stated in the Request for Proposals.

Santa Fe County will be conducting a Pre-Proposal Conference on October 2, 2013, at 10:00 AM at Santa Fe County Finance Department at 142 W. Palace Avenue, Second Floor, Santa Fe, NM 87502.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin.

Request for Proposals are available by contacting Iris Cordova, Procurement Specialist, Senior, 142 W. Palace Avenue, Second Floor, Santa Fe, New Mexico 87502, or by telephone at (505) 986-6337, or by email at icordova@santafecountynm.gov or on the county's website at http://www.santafecountynm.gov/asd/current_bid_solicitations.

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Purchasing Division
Publish September 22, 2013

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Santa Fe County wishes to solicit proposals for the purpose of procuring professional financial advisor services for the Santa Fe County Finance Division, to include: working with County officials and bond counsel to provide information appropriate to bond rating agencies, conduct a survey of the financial resources of the County to determine the extent of its capacity to authorize, issue and service debt.

B. SCOPE OF WORK

The selected firm shall provide the following services:

1. Objectives:
   a) To provide timely information to bond rating agencies necessary to obtain bond ratings.
   b) To maintain or improve the credit rating of the County.
   c) To obtain the most advantageous timing for the sale of bonds.
   d) To broaden the interest in bonds to be sold and ensure the proper structuring of bond sales.
   e) To assist in the release of official statements relating to any bonds to be offered for sale to prospective buyers of bonds.
   f) To assist the County in complying with reporting requirements under the Securities and Exchange Commission Rule 17 CFR 240.15c2-12 as amended.
2. Deliverables:
   Assessment of Financial Resources and Recommended Plan of Financing. The professional services to be provided under and to be incorporated into the agreement to be awarded pursuant to the RFP include, but are not limited to the following:
   a) The Contractor shall conduct a survey of the financial resources of the County to determine the extent of its capacity to authorize, issue and service debt. The survey will include an analysis of existing debt structure as compared with the existing and projected sources of revenues that may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power (including both property taxes and sales/excise taxes) and present and future taxing requirements of the County.
      i. The Contractor shall include in its survey the analysis of specific outstanding bond transactions identified by the County (e.g., special taxing district debt) and recommendations for addressing disadvantaged features of such outstanding transactions.
      ii. Based on the information of the survey, the Contractor shall submit to the County recommendations on current and future debt instruments under consideration including such elements as current bond market conditions, forthcoming bond issues and other general information and economic data that might normally be expected to influence interest rates or bidding conditions so that the date of sale of the debt instruments may be set at a

time which will be favorable.

iii. The Contractor shall recommend the method or methods of sale of debt instruments and refunding options that are most advantageous of the County and shall proceed with such as directed by the County.

b) Cooperation with External Agencies.
Cooperate with legal counsel and bond counsel for the County in the preparation and adoption of all necessary ordinances, resolutions, notices, certificates and the publishing of all legal notices and the occurrence of any other events required for the successful sale, issuance, and delivery of bonds. Coordinate with state authorized agencies in obtaining any necessary agency approval(s) for the issuance of the bonds

c) Ratings and Credit Enhancement.
Work with County officials and bond counsel to provide information to bond rating agencies necessary or requested to obtain bond ratings. Assist in preparation of materials as may be required. The Contractor may be requested to accompany appropriate officials to meetings with rating agencies and credit enhancement companies. Take appropriate actions to assist the County in maintaining or improving the credit rating of the County.

d) Preparation of Sale of Bonds.

a) In a *competitive sale* situation, the Contractor will work closely with the County in preparation for bidding revenue bonds, advising on the most advantageous timing of bidding and evaluating bids, and the award of the winning bid to the underwriter(s).

b) In a *negotiated sale* situation, the Contractor shall assist the County in planning for the optimal timing of the purchase transaction and subsequent marketing of the bonds. The Contractor shall assist the County as required in identification of potential underwriters from those identified as proposers under point (1) above, or as otherwise selected by the County for consideration.

c) At the sale of the bonds, provide experienced personnel whose services will be available to the County in the tabulation and compensation of bids. The Contractor shall be knowledgeable about electronic bidding formats for competitive bond sales. The Contractor shall coordinate the activities of the successful bidder and all parties toward payment and delivery of bonds.

d) If requested, the Contractor shall advise the County in the selection of a paying agent/registrar for the debt instruments and shall assist in the preparation of agreements pertinent to these services and fees incident thereto.

e) After the closing of the sale and delivery of the debt instruments, the Contractor shall deliver a schedule of annual debt service requirements on the debt instruments. In coordination with bond counsel, the Contractor shall assure that the paying agent/registrar has been provided with a copy of the authorizing ordinance, order or resolution.

e) Official Statement and Related Documents.
With assistance from bond counsel for the County, the Contractor shall prepare for review and approval by the County, a preliminary and final official statement relating to any bonds to be offered for sale to prospective buyers of bonds. The Contractor shall arrange for the distribution of documents to a comprehensive list of prospective brokers, underwriters, banks and financial institutions. The Contractor shall prepare bid forms that conform to the municipal securities standards for all securities upon which bids will be solicited. In advance of the proposed sale, the Contractor shall consult with and advise the County

concerning advertising information to prospective brokers, underwriters, purchasers and buyers, the provision of information to broaden the interest in the bonds to be sold. The Contactor shall recommend meetings with proposed purchasers of bonds as necessary.

1. The Contractor shall recommend the structuring and timing of any bond campaigns and persons to be involved in the various meetings.

2. The Contractor shall furnish the County with a reasonable supply of disclosure materials and provide sets of same to prospective buyers of the bonds.

3. The Contractor shall, on an on-going basis, assist the County in complying with reporting requirements under the Securities and Exchange Commission Rule 17 CFR 240.15c2-12 as amended.

f) Meetings of the County.
The Contractor shall attend meetings of the County and be available to County staff and legal counsel whenever requested; be available to assist in the preparation and review of possible legislation affecting the County and project financing; and testify, if required, at legislative committee meetings regarding proposed legislation.

g) Contractor shall not propose to be underwriter.
During the term of the contract, the Contractor shall not propose to underwrite negotiated transactions, for or on behalf, of the County.

C. QUALIFICATIONS

1. The Offeror must be a New Mexico licensed investment advisor/ broker and must maintain such licensure throughout the duration of the project.

2. Qualifications of the Offeror shall include proven experience with government financing including general obligation bonds, revenue bonds, industrial revenue bonds, and other conduit financing, special assessment and public improvement districts as well as tax increment financing.

D. PROCUREMENT MANAGER

The County has designated a Procurement Specialist who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries regarding this procurement via express carrier should be addressed as follows:

Iris Cordova
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)

Santa Fe, New Mexico 87501
Phone (505) 986-6337
Fax (505) 989-3243
icordova@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist in writing. Offerors may contact ONLY the Procurement Specialist regarding the procurement. Other County employees do not have the authority to respond on behalf of the County regarding this procurement.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"BCC" means the elected Board of County Commissioners.

"Close of Business" means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

"County" means Santa Fe County.

"Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the County management to perform the evaluation of offeror proposals.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Purchasing Division" means the Santa Fe County Purchasing Division, Administrative Services Department.

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

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

THIS SECTION LEFT INTENTIONALLY BLANK

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

	Action	Responsibility	Date
1.	Issue of RFP	Purchasing Division	09/22/2013
2.	Pre-Proposal Conference	Owner/Purchasing Offerors	10/02/2013
3.	Acknowledgement Form Due	Offerors	10/02/2013
4.	Deadline to Submit Additional Questions	Offerors	10/04/2013
5.	Response to Written Questions	Purchasing Division	10/07/2013
6.	Submission of Proposal 2:00 PM MDT	Offerors	10/17/2013
7.	Proposal Evaluation	Evaluation Committee	10/21/2013 thru 10/28/2013
8.	Selection of Finalists (If Applicable)	Evaluation Committee	10/28/2013
9.	Best and Final Offers from Finalists (If Applicable)	Offeror	10/31/2013
10.	Oral Presentation by Finalists (If Applicable)	Offeror	11/07/2013
12.	Finalize Contract	County, Offeror	11/11/2013
13.	Contract Award	Purchasing Division	11/18/2013

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, events 9-10 will not apply

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued by the Santa Fe County Finance Division and the Purchasing Division.

2. Pre-Proposal Conference, if applicable

A Pre-Proposal Conference is scheduled for on the date indicated in the "Sequence of Events" at Section III.A. Questions may be submitted at the Pre-Proposal Conference and after up until the date indicated in the "Sequence of Events" at Section III.A. A public log will be kept of the names of potential offerors that attended the pre-proposal conference.

3. Acknowledgement of Receipt Form Due

A potential Offeror should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on the date indicated in the "Sequence of Events" at Section III.A.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addendums.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All written questions must be addressed to the Procurement Manager, listed in Section II, Paragraph E and sent via facsimile or e-mail. **Any contact with any other County staff member other than the Procurement Specialist named in this solicitation may be grounds for rejection of a proposal.**

5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the "Sequence of Events" at Section III.A, to all potential Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Specialist no later than one (1) day after the answers or addenda were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. (MOUNTAIN DAYLIGHT TIME) ON OCTOBER 17, 2013. 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 Specialist at the address listed in Section II, D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals 2014-0011-FI/IC and refer to the RFP number. Proposals submitted by facsimile or other electronic means will not be accepted.

Proposals must be delivered to:

Iris Cordova, Senior Procurement Specialist
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Manager. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Specialist may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists (If Applicable)

The Evaluation Committee may select and the Procurement Specialist may notify the Finalist Offerors on the date indicated in the "Sequence of Events" at Section III.A. Only Finalists will be invited to participate in the subsequent steps of the procurement if the Finalist process is used.

9. Best and Final Offers from Finalists (If Applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the "Sequence of Events" at Section III.A.

10. Oral Presentation by Finalists (If Applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico. Each presentation will be limited to one (1) hour in duration.

11. Finalize Contract

The contract will be finalized with the most advantageous Offeror during the timeframe indicated in the "Sequence of Events" at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

The County anticipates awarding the contract on the date in the "Sequence of Events" at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Procurement Manager.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County
Attn: Purchasing Office
P.O. Box 276
Santa Fe, New Mexico 87504

Protests will not be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the contract template attached hereto as Appendix D.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. 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. County personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

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

after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for sixty (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Purchasing Division will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7, NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Santa Fe County Procurement Manager shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected 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.

12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix D. However, the County reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP.

16. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

17. 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 mandatory requirements and/or doing so does not otherwise materially affect the procurement.

This right is at the sole discretion of the Evaluation Committee, subject to Procurement Manager approval.

18. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. Any change in contractor representative must receive prior written approval from the County.

19. Notice

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

20. County Rights

The County reserves the right to accept all or a portion of an offeror's proposal.

21. Right to Publish

Throughout the duration of this procurement process and contract term, potential 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 or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

22. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period.

23. Electronic Mail Address Recommended

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that Offeror should have a valid e-mail address to receive this correspondence.

24. Preferences in Procurement by Santa Fe County

A. *New Mexico In-state Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for an "**in-state resident contractor**". Application of a resident contractor preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident contractor. Certificates are issued by the state taxation and revenue department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident contractor certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

B. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "**resident veteran contractor**". Certification by the department of taxation and revenue for the resident veteran contractor requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran contractor preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix D.

If an Offeror submits with its proposal a copy of a valid and current veteran resident contractor certificate, 10%, 8% or 7% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror's score, depending on the business' annual revenue.

The resident contractor preference is not cumulative with the resident veteran contractor preference.

AND

B. *Santa Fe County Preference*

Santa Fe County Ordinance 2012-4 provides for a **County preference** for a "Santa Fe County business." Application of the County preference in procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business' corporate standing in the state, business licensure or registration, the duration of the business' primary office location and the payment of taxes.

If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The in-state, veteran or County preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

Additional information about obtaining the certificate as a resident contractor and resident veteran contractor may be found at: http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx and information about the Santa Fe County business Certificate at www.santafecounty.org (Quicklink Ordinances and Resolutions).

THIS SECTION LEFT INTENTIONALLY BLANK

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and five (5) identical copies of their proposal to the location specified in Section II, Paragraph E on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals shall be limited to 20 pages, with exception to professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 1/2 x 11 paper, with a font no smaller than 12 pt. pitch, with nominal 1" margins and normal line spacing. Proposals shall be placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

a) Letter of Transmittal
b) Table of Contents
c) Proposal Summary (optional)
d) Response to Mandatory Specifications
e) Response to County Terms and Conditions
f) Offeror's Additional Terms and Conditions

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

All submitted proposal documents must be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2.a Waste Reduction and Reuse: …, "all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County."

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

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features 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.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

a) Identify the submitting organization;

b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;

c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;

d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;

e) Explicitly indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;

f) Be signed by the person authorized to contractually obligate the organization;

g) Acknowledge receipt of any and all amendments to this RFP.

h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix D.

THIS SECTION LEFT INTENTIONALLY BLANK

V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

Time Frame

The contract is scheduled to begin in or around October 28, 2013. Santa Fe County intends on awarding a contract with a maximum term of four (4) years.

B. MANDATORY SPECIFICATIONS

A brief explanation of each mandatory specification is listed below. Offerors are encouraged to fully address each category completely.

1. Experience of the Offeror in providing the Services sought

   The Offeror shall provide an overview of current and prior experience in work comparable to the scope of services required in this RFP. Provide educational experience and applicable licenses and certifications. ???? Provide an in-depth response to the requested scope of services with an itemized description of services to be offered and an indication of capabilities to provide these services. Any services that cannot be provided as required should be noted.

2. Professional ability, skill, experience and technical expertise demonstrated

   Offeror shall include background, qualifications, education, training and years of experience of principal personnel. Indication of special skills, or strengths should also be submitted, if applicable. All information shall be included for any subcontractor the Offeror has indicated to be part of the project team. Include all areas of work that is to be performed by the subcontractor (s).

3. National or Other Recognition of Offeror by rating agencies

   Offeror shall include a list of professional references, names and telephone numbers from entities with extensive experience in municipal financing to determine the Offeror's character and background. Please include any information that has gained them national or other recognition and include any supporting or resource material.

4. Experience and familiarity of Offeror with state agencies or local public bodies finances, bond history, outstanding bond issues, and financial affairs.

   Offeror shall demonstrate its ability to act in this capacity for the County, demonstrate performance indicating the ability of the Offeror to perform the

required services in a timely, effective and efficient manner; capability to handle proposed workload.

VI. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. Proposals will be scored based upon a comparison of the information submitted by the Offeror against the evaluation criteria outlined below.

Factor		
1.	Experience of the Offeror in providing services	250
2.	Professional ability, skill, experience and technical expertise	450
3.	National or other recognition of Offeror by rating agencies	100
4.	Experience and familiarity of Offeror with state agencies or local public bodies finances, bond history, outstanding bond issues and financial affairs.	200
	TOTAL	**1,000**

PREFERENCES

If a proposal contains an In-State Resident Business Certificate or Resident Veterans Business Certificate and/or Santa Fe County Business Certificate, the applicable preference will be applied.

1. Proposal contains a valid N.M. Resident Business Certificate.....**50 points**

OR

2. Proposal contains a valid Resident Veteran Business Certificate ..... **70, 80 or 100 points**

AND

3. Proposal contains a valid Santa Fe County Business Certificate .....**50 points**

B. EVALUATION FACTORS

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

1. Experience of the Offeror in providing the services sought (250)

   The Offeror shall provide an overview of current and prior experience in work comparable to the scope of services required in this RFP. Include educational experience and applicable licenses, certifications and proof of insurance required of a financial service advisor. Provide an in-depth response to the scope of services with an itemized description of services to be offered and an indication of capabilities to provide these services. Any services that cannot be provided as required should be noted.

2. Professional ability, skill, experience and technical expertise demonstrated (450)

   Offeror shall include background, qualifications, education, training and years of experience of principal personnel. Indication of special skills, or strengths should also be submitted, if applicable. All information shall be included for any subcontractor the Offeror has indicated to be part of the project team. Include all areas of work that are to be performed by the subcontractor (s).

3. National or other recognition of Offeror by rating agencies (100)

   Offeror shall include a list of professional references, names and telephone numbers from entities with extensive experience in municipal financing to determine the Offeror's character and background. Please include any information that has gained national or other recognition for Offeror and include any supporting or resource material.

   Offeror shall also include a copy of current City or County of Santa Fe Business Registration Number if Offeror is a City or County of Santa Fe business. A copy of New Mexico Taxation and Revenue gross receipts number and the Federal TIN (Tax Identification Number) must be included in the proposal.

4. Experience and familiarity of Offeror with state agencies or local public bodies finances, bond history, outstanding bond issues and financial affairs (200)

   Offeror shall demonstrate its ability to act in this capacity for the County, demonstrate performance indicating the ability of the Offeror to perform the required services in a timely, effective and efficient manner; capability to handle proposed workload.

5. Offeror's proposal contains a valid certificate as an In-state Resident Business, the preference in accordance with §13-1-21 NMSA 1978, will be applied.

6. Offeror's proposal contains a valid certificate as a Resident Veteran Business, the preference in accordance with §13-1-21 and §13-1-22 NMSA 1978, will be applied.

7. Offeror's proposal contains a valid certificate as a Santa Fe County Business, the preference in accordance with Santa Fe County Ordinance #2012-4, will be applied.

C. EVALUATION PROCESS

The evaluations will be scored based upon comparison of the information submitted by the Offerors against the evaluation criteria. The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements 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 as specified in Section III, Paragraph B.6.

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.17.

4. Responsive proposals will be evaluated on the factors in Section VI that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.10. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Financial Advisor Services

2014-0011-FI/IC

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on October 2, 2013. 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 County's 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 Proposals.

Iris Cordova
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
(505) 986-6337
(505) 989-3243
icordova@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"**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.

"**Prospective contractor**" means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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)

APPENDIX C

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ _____
(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

The representation made by checking the boxes constitutes a material representation by the business. Any finding that the statements are incorrect may result in denial of an award or un-award of the procurement involved.

SIGNED AND SEALED THIS_____DAY OF _____, 2013.

_____
NOTARY PUBLIC

My Commission Expires:

_____

APPENDIX D

SAMPLE AGREEMENT

SAMPLE

SANTA FE COUNTY
PROFESSIONAL SERVICES AGREEMENT
WITH _____
FOR FINANCIAL ADVISOR SERVICES

THIS AGREEMENT is made and entered into as of this _____day of _____, 2013, by and between Santa Fe County, hereinafter referred to as "County", a political subdivision of the State of New Mexico and_____, a licensed Certified Public Accountant with a principal address located at _____, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, Santa Fe County's Finance Department, requires the services of a Certified Public Accountant (CPA) to work with County officials and Bond Counsel and provide information appropriate to bond rating agencies, conduct a survey of the financial resources of the County to determine the extent of its capacity to authorize and issue debt service;

WHEREAS, pursuant to NMSA 1978, Section 13-1-12 and 13-1-153 of the Procurement Code competitive sealed proposals were solicited for financial advisor services via a formal request for proposals (RFP), RFP No. 2014-0011-FI/IC;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purpose of determining the most qualified Offeror, the County has determined the Contractor as the most responsive and highest 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:

AGREEMENT

1. SCOPE OF WORK

The Contractor shall provide the following services:

A. Objectives:

1) To provide timely information to bond rating agencies necessary to obtain bond ratings.
2) To maintain or improve the credit rating of the County.
3) To obtain the most advantageous timing for the sale of bonds.
4) To broaden the interest in bonds to be sold and ensure the proper structuring of bond sales.

5) To release official statements relating to any bonds to be offered for sale to prospective buyers of bonds.
6) To assist the County in complying with reporting requirements under the Securities and Exchange Commission Rule 17 CFR 240.15c2-12 as amended.

B. Deliverables:

1) Conduct an assessment of Financial Resources and Recommended Plan of Financing.
2) The Contractor shall conduct a survey of the financial resources of the County to determine the extent of its capacity to authorize, issue and service debt. The survey will include an analysis of existing debt structure as compared with the existing and projected sources of revenues that may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power (including both property taxes and sales/excise taxes) and present and future taxing requirements of the County. The survey will include:
    a) Analysis of specific outstanding bond transactions identified by the County (e.g., adult detention center debt, special taxing district debt) and recommendations for addressing disadvantaged features of such outstanding transactions.
3) Based on the information of the survey, the Contractor shall submit to the County recommendations on current and future debt instruments under consideration including such elements as current bond market conditions, forthcoming bond issues and other general information and economic data that might normally be expected to influence interest rates or bidding conditions so that the date of sale of the debt instruments may be set at a time which will be favorable.
4) The Contractor shall recommend the method or methods of sale of debt instruments that are most advantageous of the County and shall proceed with such as directed by the County.
5) The Contractor shall cooperate with legal counsel and bond counsel for the County in the preparation and adoption of all necessary ordinances, resolutions, notices, certificates and the publishing of all legal notices and the occurrence of any other events required for the successful sale, issuance, and delivery of bonds.
6) Cooperation with External Agencies - Coordinate with state authorized agencies in obtaining any necessary agency approval(s) for the issuance of the bonds.
7) Ratings and Credit Enhancement. - Work with County officials and bond counsel to provide information to bond rating agencies necessary or requested to obtain bond ratings. Assist in preparation of materials as may be required. The Contractor may be requested to accompany appropriate officials to meetings with rating agencies and credit enhancement companies. Take appropriate actions to assist the County in maintaining or improving the credit rating of the County.
8) Preparation of Sale of Bonds.
    a) In a *competitive sale* situation, the Contractor will work closely with the County in preparation for bidding revenue bonds, advising on the most

advantageous timing of bidding and evaluating bids, and the award of the winning bid to the underwriter(s).

b) In a *negotiated sale* situation, the Contractor shall assist the County in planning for the optimal timing of the purchase transaction and subsequent marketing of the bonds. The Contractor shall assist the County as required in identification of potential underwriters from those identified as proposers under point (1) above, or as otherwise selected by the County for consideration.

9) At the sale of the bonds, provide experienced personnel whose services will be available to the County in the tabulation and compensation of bids. The Contractor shall be knowledgeable about electronic bidding formats for competitive bond sales. The Contractor shall coordinate the activities of the successful bidder and all parties toward payment and delivery of bonds.

10) If requested, the Contractor shall advise the County in the selection of a paying agent/registrar for the debt instruments and shall assist in the preparation of agreements pertinent to these services and fees incident thereto.

11) After the closing of the sale and delivery of the debt instruments, the Contractor shall deliver a schedule of annual debt service requirements on the debt instruments. In coordination with bond counsel, the Contractor shall assure that the paying agent/registrar has been provided with a copy of the authorizing ordinance, order or resolution.

12) Official Statement and Related Documents – with assistance from the County's Bond Counsel, the Contractor shall prepare for review and approval by the County, a preliminary and final official statement relating to any bonds to be offered for sale to prospective buyers of bonds. The Contractor shall arrange for the distribution of documents to a comprehensive list prospective brokers, underwriters, banks and financial institutions. The Contractor shall prepare bid forms that conform to the municipal securities standards for all securities upon which bids will be solicited. In advanced of the of the proposed sale, the Contractor shall consult with and advise the County concerning advertising information to prospective brokers, underwriters, purchasers and buyers, the provision of information to broaden the interest of the bonds to be sold. The Contractor will recommend meetings with proposed purchasers of bonds as necessary.

13) The Contractor shall recommend the structuring of any bond campaigns and persons to be involved in the various meetings.

14) The Contractor shall furnish the County with a reasonable supply of disclosure materials and provide sets of same to prospective buyers of the bonds.

15) The Contractor shall, on an on-going basis, assist the County in complying with reporting requirements under the Securities and Exchange Commission Rule 17 CFR 240.15c2-12 as amended.

16) Meetings with the County – The Contractor shall attend meetings of the County and be available to County staff and legal counsel whenever requested; be available to assist in the preparation and review of possible legislation affecting the County and project financing; and, testify, if required, at legislative committee meetings regarding proposed legislation.

17) During the term of the contract the Contractor shall not propose to underwrite negotiated transactions for, or on behalf of the County.

2. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement, County shall pay Contractor as follows:

1) The total amount payable to the Contractor under this Agreement shall not exceed $_____($___) exclusive of New Mexico gross receipts tax. Any gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

2) This amount is a maximum and not a guarantee that the work and services assigned to be performed by the 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. The Contractor shall notify the County when the services provided under this Agreement reach the total compensation amount.

B. Contractor shall submit a written request for payment to County whenever payment is due under this Agreement. Within fifteen (15) days of County's receipt of the written request, County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. Contractor acknowledges and agrees that 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, County shall tender payment for the accepted items or services. In the event County fails to render payment within thirty (30) days of the written certification accepting the items or services, 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 Contractor breaches this Agreement, County may, without penalty, withhold any payments due Contractor for the purpose of set-off until such time as 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 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 (1) year later unless earlier terminated pursuant to Section **4. TERMINATION** or **5. APPROPRIATIONS AND AUTHORIZATIONS** of this Agreement. The County has the option to extend this Agreement for one (1) year. Any extension is dependent on the Contractor's performance of services. In no case will the term of this Agreement exceed a total of two (2) years in duration from the date of the

initial Agreement. The County will exercise this option by amending this Agreement in no less than thirty (30) days prior to the expiration of the initial term.

4. 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 with 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 County, County may, in its discretion terminate this Agreement at any time for any reason by giving Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from Contractor's receipt of the notice. County shall pay Contractor for acceptable work, determined in accordance with the requirements set forth in this Agreement, performed before the effective date of the termination but shall not be liable for any work performed after the effective date of termination. Such termination shall be without penalty to County, and County shall have no duty to reimburse Contractor for expenditures made in the performance of this Agreement.

5. 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.

6. INDEPENDENT CONTRACTOR

Contractor and its agents and employees are independent contractors and are not employees or agents of County. Accordingly, 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 County. Except as may be expressly authorized elsewhere in this Agreement, Contractor has no authority to bind, represent, or otherwise act on behalf of County and agrees not to purport to do so.

7. 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 County's advance written approval shall be null and void and without any legal effect.

8. SUBCONTRACTING

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

9. PERSONNEL

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

B. 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 County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

10. RELEASE

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

11. 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 prior approval from the County.

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

A. County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. 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.

13. CONFLICT OF INTEREST

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

14. 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. Contractor specifically acknowledges and agrees that 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.

15. ENTIRE AGREEEMNT; 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.

16. NOTICE OF PENALTIES

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

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Contractor specifically agrees not to discriminate against any person with regard to employment with 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.

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

18. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

B. 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.

19. RECORDS AND INSPECTIONS

A. To the extent their books and records relate to (i) their 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, Contractor agrees to (i) maintain such books and records during the term of this Agreement for a period of six (6) years from the date of final payment under this Agreement; (ii) allow 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 their books and records relate to (i) their 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, 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 County or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

20. INDEMNIFICATION

A. Contractor shall defend, indemnify, and hold harmless 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 Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to Contractor's breach of any representation or warranty made herein.

B. County shall have the right to approve any counsel retained by Contractor to defend any demand, suit, or cause of action in which County is named, such approval not to be unreasonably withheld. Contractor agrees (i) that 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 (ii) that such suit will not be settled without County's consent, such consent not to be unreasonably withheld. If in County's judgment, a conflict exists between the interests of County and Contractor

such demand, suit, or cause of action, County may retain its own counsel, whose fees shall be paid by Contractor.

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

21. 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.

22. 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:

23. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

A. It is corporation duly organized and in good standing under the laws of the state of New Mexico.

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

C. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's articles of incorporation or by-laws or any corporate resolution adopted by Contractor.

24. LIMITATION OF LIABILITY

County's liability to Contractor for any breach of this Agreement by County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section **2**, "**COMPENSATION AND INVOICING**", of this Agreement. In no event shall County be liable to Contractor for special or consequential

damages, even if County was advised of the possibility of such damages prior to entering into this Agreement.

25. NO THIRD-PARTY BENEFICIARIES

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

26. INSURANCE

A. General Conditions. 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. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than $1,000,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by 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. County of Santa Fe shall be named additional insured on the policy.

C. Workers' Compensation Insurance. 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), Contractor shall increase the maximum limits of any insurance required herein.

E. Malpractice/Errors and Omissions Insurance. The Contractor shall procure and maintain during the life of this Agreement professional liability or errors and omissions insurance in amounts not less than $1,500,000.00 per occurrence, $2,500,000.00 per aggregate.

27. 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.

28. FACSIMILE SIGNATURES

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

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 and execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

31. 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 executed this Agreement as of the date first written above.

SANTA FE COUNTY

_____ _____
Katherine Miller, Manager Date

APPROVED AS TO FORM

_____ _____
Stephen C. Ross Date
Santa Fe County Attorney

FINANCE DEPARTMENT APPROVAL

_____ _____
Teresa C. Martinez Date
Santa Fe County Finance Director

CONTRACTOR

_____ _____
Date

FEDERAL IDENTIFICATION NO.

_____