

# SANTA FE COUNTY

Growth Management Department

## REQUEST FOR PROPOSALS



Planning and Legal Services  
for the Development of Amendments to Santa Fe County  
Sustainable Growth Management Plan (SGMP) and Sustainable  
Land Development Code (SLDC)

**RFP # 2015-0154-GM/BT**

November 2014

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- I. Santa Fe County Ordinance 2014-8, “DCI Moratorium Ordinance”
- J. Santa Fe County Zoning Map Adoption Draft March 21, 2014
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**I. ADVERTISEMENT**  
**Planning and Legal Services for the development of Amendments to**  
**Santa Fe County Sustainable Growth Management Plan (SGMP) and**  
**Sustainable Land Development Code (SLDC)**  
**RFP # 2015-0154-GM/BT**

The Santa Fe County Growth Management Department is requesting proposals from qualified planning and legal professionals to develop amendments to the County's Sustainable Growth Management Plan (SGMP) and Sustainable Land Development Code (SLDC). Offerors must have the resources to complete the planning and drafting process to have these amendments ready for adoption by the Board of County Commissioners of Santa Fe County by August 16, 2015. 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 completed 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 MST on December 12, 2014, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By submitting a proposal for the requested services each Offeror is certifying that their proposal complies with regulations and requirements stated within the Request for Proposals.

A **Pre-Proposal Conference** will be held on November 18, 2014 at 2:00 PM, MST at the Santa Fe County Project, Facilities & Open Space Division located at 901 West Alameda, Suite 20-C, Santa Fe, New Mexico 87501. Teleconferencing capabilities will be available to those Offerors who may not be able to attend in person.

**EQUAL OPPORTUNITY EMPLOYMENT:** All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for proposals will be available by contacting Maricela Martinez, Procurement Specialist Senior, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico 87501, by telephone at (505) 992-9864 or by email at [mcmartinez@santafecountynm.gov](mailto:mcmartinez@santafecountynm.gov) or on our website at [http://www.santafecountynm.gov/asd/current\\_bid\\_solicitations](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: November 9-10, 2014

## II. CONTRACT OBJECTIVES

### A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Santa Fe County (County) desires to contract with a team of planning and legal professionals to develop amendments to the County's Sustainable Growth Management Plan (SGMP) and Sustainable Land Development Code (SLDC). Offerors must have (i) the resources to complete the planning and drafting process to have these amendments ready for adoption by the County Board of County Commissioners (BCC) by August 16, 2015, and (ii) demonstrate in their proposed work plan an understanding of the SGMP, SLDC, and other relevant ordinances, which are mentioned below and included as Appendices with the SGMP and SLDC.

General Information Concerning SGMP and SLDC. The BCC adopted the SGMP on November 9 and 30, 2010. The BCC adopted the SLDC on December 10, 2013. The SLDC, however, is not effective until after the BCC adopts the zoning map for the County, which has not yet been done. The successful team will assist the County in developing several reserved sections of the SLDC and, if necessary, corresponding amendments to the SGMP.

Developments of Countywide Impact (DCIs). The SGMP (§ 2.2.6) and SLDC (§ 10.19.1, Chapter 11, and Appendix B, Use Table) contemplate that the following land uses will be regulated as DCIs: (i) oil and gas drilling and production (SLDC, § 11.2.1); (ii) mining and resource extraction (SLDC, § 11.2.2); (iii) sand and gravel extraction activity requiring blasting (SLDC, § 10.19.1 and Appendix B, Use Table); (iv) landfills (SLDC, § 11.2.4); (v) junkyards (SLDC, § 11.2.5); (vi) other sand and gravel extraction activity that is of a scope and scale yet to be determined that it merits regulation as a DCI (SLDC, § 11.2.7); (vii) substantial land alteration (SLDC, § 11.2.3); and (viii) large-scale feedlots and factory farms (SLDC, § 11.2.6). The DCIs can generally be grouped as those with existing regulations that should be incorporated into the SLDC without substantial changes, (i)-(ii) above; those for which new regulations must be developed, (iii)-(viii); and those that have yet to be defined, (vi)-(viii).

The SGMP contains an extensive Oil and Gas Element, and the County also has an extensive oil and gas ordinance, Ordinance No. 2008-19. The SGMP contemplates that Ordinance No. 2008-19 "will be incorporated into the SLDC without substantial changes" and that some aspects of this ordinance "will apply to other types and kinds of development and not just be limited to oil and gas development." (SGMP, § 2.2.6.1.) In their work plans, Offerors should explain how much of the Oil and Gas Element and Ordinance No. 2008-19 they assume might be applied to other DCIs.

The County's current regulations for mining and resource extraction are found in County Ordinance No. 1996-10, Article III, Section 5, "Mineral Exploration and Extraction". The BCC has indicated that this section of Ordinance No. 1996-10 "should be incorporated into the SLDC without substantial changes, although it is expected that some aspects of the oil and gas ordinance may also be made applicable to mining." (SGMP, § 2.2.6.2.)

On September 16, 2014, the BCC adopted Ordinance No. 2014-8, imposing a 12-month moratorium on landfills, junkyards, and sand and gravel extraction activity requiring blasting.

Bonus and Incentive Zoning (SLDC, § 8.12). This section of the SLDC is entirely reserved and, along with amendments to the SGMP, must be developed by the Contractor.

Transfer of Development Rights (TDR) Program. The SGMP (§ 2.2.4.6) and SLDC (§ 12.14) contain some TDR provisions. The Contractor will help the County develop amendments to the TDR provisions of the SLDC and, if necessary, the SGMP to further define the TDR Program, including the identification of sending areas and receiving areas, criteria for evaluating transfers other than beneficial use determination transfers, and rules governing the County Land Bank.

## B. SUMMARY SCOPE OF WORK

The Contractor shall provide planning and legal services as requested in support of the County's efforts to amend SGMP and SLDC. Planning and legal services shall be provided with respect to at least the following topics:

1. DCIs
2. Bonus and Incentive Zoning; and
3. TDR Program.

The County may also request the Contractor to provide planning and legal services with respect to other elements of the SGMP or sections of the SLDC.

With respect to each topic, the Contractor will be required to appear before the BCC to explain draft documents and answer questions. In addition, each topic may require the Contractor to develop and implement a public planning process, as determined by the County. Services required by this contract may also include review of documents, including drafts of proposed amendments, attending informal or public meetings, providing written and oral advice, conducting legal research if requested by the County, and drafting or assisting in the drafting of select SGMP and SLDC provisions. Legal services shall include, but not be limited to, opining on the legality and enforceability of proposed SLDC amendments.

### DCIs

The Contractor shall thoroughly review the County's Oil and Gas Element and Ordinance No. 2008-19 to evaluate and help the County determine which aspects of those documents will be made applicable to all DCI regulations. Based upon that review, the Contractor shall develop and implement one or more public processes for the development of DCI regulations for inclusion in the SLDC and, if required DCI elements for inclusion in the SGMP, and draft such regulations and elements.

In recognition of the fact that some aspects of Ordinance No. 2008-19 will be applicable to all DCIs and that the Oil and Gas element and Ordinance 2008-19 were the product of an extensive public planning process, the Contractor shall prioritize the drafting of DCI provisions that are applicable to all DCIs as well as oil and gas specific provisions for inclusion in the SLDC, such provisions to be based upon Ordinance No. 2008-19. In addition, the Contractor shall prioritize the development of DCI regulations for inclusion in the SLDC and DCI elements for inclusion in the SGMP for those DCIs that are subject of the moratorium.

Legal services with respect to DCIs shall include, but not be limited to, the development of a legal framework to guide the development of legally defensible and scientifically based DCI regulations.

#### Bonus and Incentive Zoning

The Contractor shall develop amendments to SLDC for bonus and incentive zoning for planned development districts and cluster or conservation subdivisions and, if necessary, amendments to the SGMP. Bonus incentives may include increased densities for renewable energy, affordable housing, clustering, design and sustainability features. This may include a public planning process before public hearings and meetings with the BCC.

#### TDR Program

The Contractor shall develop amendments to the SLDC and, if necessary, the SGMP to fully develop the TDR Program. The TDR Program will establish a mechanism to allow a property owner to transfer development rights from sending areas to receiving areas in zoning districts authorized to receive TDRs or to a County Land Bank.

### C. SCOPE OF WORK

The Contractor shall, within timeframes set by the County, perform the following duties under this contract as are from time to time requested by the County:

#### **1. Legal Framework –**

With respect to each subject matter for which planning and legal services are provided under this contract, the Contractor shall establish a legal framework to guide the development of legally defensible and, if necessary, scientifically based amendments to the SLDC and, if necessary, SGMP. Such framework shall, at a minimum, analyze:

- a. The extent to which the County may regulate the activity under federal and state law:
- b. Federal and state law applicable to the activity:

- c. The evidentiary foundation that must be established for any land use regulations;
- d. Any limits on the County's regulatory authority stemming from the so-called takings clauses of the federal and state constitution; and
- e. Such other matters as the Contractor determines necessary to guide the development of legally defensible and, if necessary, scientifically based SLDC and, if necessary, SGMP amendments.

## 2. DCIs –

- a. The Contractor shall thoroughly review the County's Oil and Gas Element and Ordinance No. 2008-19 to evaluate and help the County to determine which aspects of those documents will be made applicable to all DCI regulations.
- b. In recognition of the fact that some aspects of Ordinance No. 2008-19 will be applicable to all DCIs and that the Oil and Gas element and Ordinance No. 2008-19 were the products of extensive public planning process, the Contractor shall utilize Ordinance No. 2008-19 to develop for inclusion in the SLDC DCI provisions that are applicable to all DCIs as well as provisions specific to oil and gas drilling and production.
- c. With respect to DCIs other than oil and gas drilling and production, the Contractor shall implement the planning process(es) set forth in the Contractor's own proposal to develop and draft:
  - i. DCI regulations for each DCI for the SLDC; and
  - ii. If necessary, amendments to the SGMP.

The Contractor shall prioritize the DCIs subject to moratorium imposed by Ordinance No. 2014-8. With respect to mining and resource extraction, the Contractor will need to evaluate and help the County to determine which aspects of County Ordinance No. 1996-10, Article III, Section 5, "Mineral Exploration and Extraction", shall be preserved and incorporated into the SLDC.

## 3. Bonus and Incentive Zoning –

The Contractor shall implement the planning process set forth in Contractor's own proposal to develop and draft bonus and incentive provision for inclusion in the SLDC and, if requested by the County, a bonus and incentive element for the SGMP. In completing this task, Contractor shall:

- a. Provide a review of pertinent provisions of the SGMP and SLDC as they relate to bonus and incentive zoning; and
- b. Provide an action plan and textual outline for drafting regulations governing these topics for amendment of the SGMP and/or SLDC,

#### **4. Transfer of Development Rights –**

The Contractor shall implement the planning process set forth in Contractor's own proposal to develop and draft amendments to the TDR provisions of the SLDC and, if necessary, the SGMP to further define the TDR Program, including the identification of sending and receiving areas, criteria for evaluating transfers other than beneficial use determination transfers, and rules governing the County Land Bank. In completing this task, Contractor shall:

- a. Provide review of pertinent provisions of the SGMP and SLDC as they relate to Transfer of Development Rights (TDRs) and as to each; and
- b. Provide an action plan and textual outline for drafting regulations governing these topics for amendment of the SGMP and/or SLDC;

#### **5. Other Subject Matters –**

At the County's request, Contractor shall provide planning and legal services and advice concerning other subject matters related to the SGMP and SLDC, the scope and price of such services shall be documented in written work plans prior to work beginning.

#### **6. Expert Consultants –**

At the request and under the direction of the County, the Contractor shall assist the County in identifying and procuring expert consultants who are able to provide expert services and advice related to any subject matter for which the Contractor is providing services under this contract.

#### **7. General Requirements -**

- a. All text amendments shall follow sequentially the current numbering and formatting of the sections of SGMP and/or SLDC being amended. Additionally, legislative formatting shall be used for discussion drafts, which requires the striking out of language to be deleted from existing text and the underlying of new language to be added.
- b. The Contractor shall timely respond to any County staff or BCC input to Contractor's amendments through further revisions or otherwise:
- c. The Contractor shall be available to attend meetings or public hearings with and to provide briefings to County staff and officials related to work to be performed under the Contract;
- d. The Contractor shall ensure the textural and thematic consistency between the Contractor's proposed amendments to the SLDC and

SGMP and other provisions of the SLDC and SGMP particularly the “Goals, Policies and Strategies” sections of the SGMP;

- e. The Contractor shall provide an opinion as to the legality and enforceability of all proposed amendments.

#### D. QUALIFICATIONS

AICP accredited professionals, including: urban planners, landscape architects, land use attorneys, real estate professionals, and other specialists. Legal services must be performed by attorneys admitted to practice in New Mexico or authorized to provide the requested legal services in New Mexico pursuant to Rule 16-505 NMRA. Offerors must submit evidence that attorneys providing services under the Contract are authorized to do so under the previous sentence.

#### E. INSURANCE REQUIREMENTS

The insurance required of Offeror are listed below.

- 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 with liability limits in amounts not less than \$1,050,000 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 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 a named additional insured on the policy.
- c. Workers’ Compensation Insurance. Contractor shall comply with the provisions of the Workers’ Compensation Act.
- d. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement Professional Liability Insurance.
- e. 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.

F. PROCUREMENT MANAGER

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

Maricela Martinez  
 Santa Fe County Purchasing Division  
 142 W. Palace Avenue (Second Floor)  
 Santa Fe, New Mexico 87501  
 Phone (505) 992-9864  
 Fax (505) 989-3243  
[mcmartinez@santafecountynm.gov](mailto:mcmartinez@santafecountynm.gov)

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

G. 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.

### 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:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Purchasing Division	11/09/14
2.	Pre-Proposal Conference	Owner/Purchasing Offerors	11/18/14
3.	Acknowledgement Form Due	Offerors	11/18/14
4.	Deadline to Submit Additional Questions	Offerors	11/21/14
5.	Response to Written Questions	Purchasing Division	11/26/14
6.	Submission of Proposal 2:00 PM, MST	Offerors	12/12/14
7.	Proposal Evaluation	Evaluation Committee	12/12/14 thru 12/19/14
8.	Selection of Finalists (If Applicable)	Evaluation Committee	12/19/14
9.	Best and Final Offers from Finalists (If Applicable)	Offeror	TBD
10.	Oral Presentation by Finalists (If Applicable)	Offeror	TBD
12.	Finalize Contract	County, Offeror	TBD
13.	Contract Award	Purchasing Division	1/13/15

Note: If the Planning Evaluation Committee makes a selection at the Selection of Finalists, events 8-10 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 Growth Management Department and the Purchasing Division.

2. A Pre-Proposal Conference is scheduled 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. The Pre-Proposal Conference will accommodate interested parties that cannot be physically present through teleconference.

3. Acknowledgement of Receipt Form Due

A potential Offeror should hand-deliver, or 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 Manager named in this solicitation will 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 Manager 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 STANDARD TIME) ON DECEMBER 12, 2014.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II, F. 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 #2015-0154-GM/BT and refer to the RFP number. Proposals submitted by facsimile or other electronic means will not be accepted.

Proposals must be delivered to:

Maricela Martinez, Procurement Specialist Senior  
 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 Manager 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 Manager 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 Manager 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 Purchasing Manager.

The contract shall be awarded to the Offeror or Offerors whose proposal(s) is/are most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal(s) 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: Procurement 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, and NMAC 1.4.1, to the extent not in conflict with 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 C.

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 ninety (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 Procurement Manager 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 Manger 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 substantive laws of the State of New Mexico without regard to its choice of law provisions.

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 C. However, the County reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP.

Should an offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix C, that offeror must propose specific alternative language. The County may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

17. 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.

18. 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.

19. 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 County approval.

20. 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.

21. County Rights

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

22. 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.

23. 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.

24. 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.

25. Preferences in Procurement by Santa Fe County

A. *New Mexico In-state Preference.*

New Mexico law, Section 13-1-21 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident business**”. Application of a resident business preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident business. 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 business 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 business**”. Certification by the department of taxation and revenue for the resident veteran business 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 NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business 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 business preference is not cumulative with the resident veteran business preference.**

**AND**

C. *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.

26. Double-Sided Documents

All submitted bids/proposal documents shall 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".

27. Living Wage

Contractor shall comply with the requirements of Santa Fe County Ordinance No. 2014-1 (Establishing a Living Wage).

#### **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 twenty (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 – Evaluation Factors
- e) Cost Proposal – in a separate sealed envelope with original proposal only
- f) Copies of Licensure

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.

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

## 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 January 13, 2015. Santa Fe County intends on awarding a contract with an initial term of one (1) year with the option to renew in one (1) year increments, not to exceed four years.

### 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. Specialized Planning and Technical Competence - Provide information about the firm's specific technical experience with similar planning and legal efforts that demonstrate competence to successfully complete the project regarding the type of services required.
2. Quality of Offeror's Work Plan – Submit a detailed work plan for services to be provided. Work plan shall explain any assumptions. Demonstrate evidence of understanding of scope and requested planning process to include organization, clarity, and effectiveness. Describe methods to meet deadlines for the development of SLDC and SGMP amendments; and demonstrate the feasibility of work plan and timelines.
3. Capacity and Capability - Provide information about the business that demonstrates the ability to provide sufficient professional planning and legal competence, including any consultants, their representatives, qualifications and locations, to perform the work. Include any specialized services within the time limitations.
4. Past Record of Performance - Demonstrate through contracts and other agreements with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules. Provide a minimum of three (3) land planning contracts where the Offeror provided planning services with project title, owner point of contact, and telephone number.
5. Proximity to or Familiarity with Santa Fe County - Demonstrate the firm's familiarity with the County area in relation to the SFC SGMP in which the planning effort will be located and describe any issues or problems that may arise that could affect the work.
6. If Offeror's proposal contains a valid certificate as an In-state Resident Contractor the preference in accordance with Sections 13-4-2 NMSA 1978 will be applied.

7. If Offeror's proposal contains a valid certificate as a Resident Veteran Contractor, the preference in accordance with Sections 13-4-2 and 13-1-22 NMSA 1978 will be applied.
8. If 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.

COST PROPOSAL

Lump sum total based on scope of work and planning processes. Include a payment breakdown based on estimated milestones of the work plan. **Include (1) one Cost Proposal in a separate sealed envelope with the original proposal.**

**VI. EVALUATION OF PROPOSALS**

**A. EVALUATION SCORING**

The County will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror’s attention to the criteria detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror, however, discussion should be detailed enough to inform and educate evaluators.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation criteria outlined below.

- 1. Specialized Planning and Technical competence ..... **250 points**
- 2. Quality of Offeror’s work plan. ....**275 points**
- 3. Capacity and capability..... **225 points**
- 4. Past record of performance ..... **150 points**
- 5. Proximity to or familiarity. .... **100 points**
  
- TOTAL POINTS..... 1000 points**

**PREFERENCES**

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

- 6. Proposal contains a valid N.M. Resident Contractor Certificate.....**50 points**
- OR**
- 7. Proposal contains valid Resident Veteran Contractor Certificate.....**70, 80 or 100 points**
- AND**
- 8. Proposal contains a valid Santa Fe County Business Certificate.....**50 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V 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. 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.12. 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**

**Planning and Legal Services for the Development of Amendments to  
Santa Fe County Sustainable Growth Management Plan (SGMP) and  
Sustainable Land Development Code (SLDC)  
RFP# 2015-0154-GM/BT**

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 I.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **November 18, 2014**. 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.

Maricela Martinez  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, New Mexico 87501  
(505) 992-9864  
(505) 989-3243  
[mcmartinez@santafecountynm.gov](mailto:mcmartinez@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 representations 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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**APPENDIX D**

**SAMPLE AGREEMENT**