

**SANTA FE COUNTY  
COUNTY MANAGERS DEPARTMENT**

**REQUEST FOR PROPOSALS**



**WEB HOSTING AND MAINTENANCE  
SERVICES FOR  
SANTAFE COUNTY**

**RFP #2016-0319-CM/MM**

**APRIL 2016**

TABLE OF CONTENTSPage No.

I.	ADVERTISEMENT.....	4
II.	INTRODUCTION.....	5
	A. PURPOSE OF THIS REQUEST FOR PROPOSAL.....	5
	B. SCOPE OF WORK.....	5
	C. SCOPE OF PROCUREMENT.....	7
	D. PROCUREMENT MANAGER.....	7
	E. DEFINITION OF TERMINOLOGY.....	8
III.	CONDITIONS GOVERNING THE PROCUREMENT.....	10
	A. SEQUENCE OF EVENTS.....	11
	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.....	13
	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.....	14
	8. Disclosure of Proposed Contents.....	15
	9. No Obligation.....	15
	10. Termination.....	15
	11. Sufficient Appropriation.....	15
	12. Legal Review.....	16
	13. Governing Law.....	16
	14. Basis for Proposal.....	16
	15. Contract Terms and Conditions.....	16
	16. Offerors' Terms and Conditions.....	16
	17. Contract Deviations.....	16

18. Offeror Qualifications .....	17
19. Right to Waive Minor Irregularities .....	17
20. Change in Contractor Representatives .....	17
21. Notice .....	17
22. County Rights .....	17
23. Right to Publish.....	17
24. Ownership of Proposals .....	18
25. Electronic Mail Address Required .....	18
26. Preferences in Procurement by Santa Fe County .....	18
27. Double Sided .....	19
28. Living Wage .....	19
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. Organizational Strength .....	22
2. Staff Qualifications, Strengths, and Experience .....	22
3. Sample of Website and Maintenance Plan.....	23
C. COST.....	23
VI. EVALUATION .....	24
A. EVALUATION POINT SUMMARY .....	24
B. EVALUATION FACTORS .....	24
C. EVALUATION PROCESS.....	25
APPENDICES:	
A. Acknowledgement of Receipt Form .....	26
B. Campaign Contribution Disclosure Form .....	27
C. Bid Sheet .....	30
D. Sample Agreement.....	31

**I. ADVERTISEMENT**

**REQUEST FOR PROPOSALS  
WEB HOSTING AND MAINTENANCE SERVICES  
FOR SANTA FE COUNTY**

**RFP #2016-0319-CM/MM**

Santa Fe County is requesting proposals from qualified entities to provide Web Hosting and Maintenance Services. 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 2:00PM on Thursday, May 5, 2016 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico 87501.** By submitting a proposal for the requested services each Offeror is certifying that its proposal complies with regulations and requirements stated within the Request for Proposals.

**EQUAL EMPLOYMENT OPPORTUNITY:** All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin, ancestry, age, physical and mental handicap, serious medical 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 2<sup>nd</sup> Floor, Santa Fe, New Mexico 87502, by telephone at (505) 992-9864, by email at [mcmartinez@santafecountynm.gov](mailto:mcmartinez@santafecountynm.gov) 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  
Administrative Services Department  
Publish April 10 & 11, 2016

## II. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Santa Fe County (County) is seeking the services of an experienced website design firm to provide professional quality web hosting and maintenance of information for the County's website. This project requires the Contractor to utilize posted information on the existing website as well as the implementation of new information, products, and features as directed by the County Public Information Officer (PIO) and Information Technology (IT) Division.

### B. SCOPE OF WORK

#### A. OVERVIEW

Santa Fe County maintains a website at [www.santafecountynm.gov](http://www.santafecountynm.gov). This website was designed to provide pertinent information to its employees as well as Santa Fe County residents. Santa Fe County seeks to maintain all existing content and will be responsible for providing any new content to the Contractor. Objectives of the website are, but are not limited to, providing all relevant up-to-date County news and information (news releases, board information, committee information; providing the tools to understand the County's daily business; and enabling website visitors to learn and research all the elements that make the County an ideal place to live, work and play.

#### B. PROPOSED SCOPE OF SERVICES

The following proposed scope of services is considered as a basis for the Web Hosting and Maintenance Services. The tasks presented below provide a general description of the scope of services to support the County's IT Division to accomplish a first-class professional web hosting for the employees and residents of Santa Fe County.

- a. The Contractor will make changes as requested by the County via email throughout each month with a maximum 24-hour response time for text changes and posting of documents.
- b. The Contractor will work with the PIO on a regular basis to implement new tools and website features to enhance usability and maintain consistency with current technology trends.
- c. Provide web design services as needed.
- d. Review and implementation of an analytics package - user tracking, most visited, problems, etc.
- e. Must provide content management tools.

- f. Integrate files as needed.
- g. Support of e-mail outreach program.
- h. Provide currently utilized technology/pages/sites at a minimum;  
www.santafecountynm.gov.
- i. Provide proposed design to allow database mining, video archives and storage of indexed archived information.

## 2.1 WEB PAGE MAINTENANCE

The Contractor shall provide professional and quality hosting and maintenance suitable for use as an internet portal by those interested in accessing the Santa Fe County website and in accordance with the directives and instructions as set forth by the County including without limitation the following services:

- a. The Contractor will provide maintenance or enhancement changes to the web pages. Maintenance will include backups and disaster recovery.
- b. The Contractor will design and develop projects as requested by IT for video production.
- c. The Contractor will make basic changes as requested by the PIO throughout the month and shall notify the PIO when the Contractor expects completion of complex changes that cannot be completed within the month.

## 2.2 WEB PAGE HOSTING

The Contractor will host the County's website and its system must provide the following:

- a. All services (http, media steaming, etc) shall be available 24 hours a day, 365 days a year with an uptime of 99.9 % per year.
- b. A backup of all Web-related files and data will be provided to the County IT Director within three business days of request.

## 2.3 DELIVERABLES

The Contractor shall deliver a DVD-format backup of the website bi-annually on the first business day of the month or upon requested.

2.4 DOMAIN NAME

Santa Fe County owns all rights, title, and interests in the domain name and all intellectual property rights related to the domain name [www.santafecountynm.gov](http://www.santafecountynm.gov).

2.5 CONTRACTOR'S USE OF DATA AND INFORMATION

Contractor understands that all data and information the County provides to the Contractor which is essential to Contractor's provision of Web Hosting and Maintenance services for the County under these services, belongs to and is property of the County. Contractor shall not disseminate or use such data and information for any purpose other than what is required to perform the Web Hosting and Maintenance services described in the Scope of Work.

2.6 SECURITY

Contractor shall develop and maintain security for any and all information including but not limited to data, files and text provided by the County to the Contractor. Contractor shall prevent unauthorized access to the County website, other restricted areas generated from or used in connection with the County website which are developed or maintained by the Contractor. Contractor shall immediately notify the County of any known breaches.

C. SCOPE OF PROCUREMENT

The County reserves the option of establishing a one (1) year contract with three (3) renewal periods for no more than a total of four (4) years. The renewal is dependent on the Contractor's performance of services. In no case will the contract, including any and all renewals thereof, exceed a total of four (4) years in duration from the date of the initial Agreement.

D. 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, Procurement Specialist, Senior  
Santa Fe County Purchasing Division  
142 W. Palace Avenue, Second Floor  
Santa Fe, NM 87501  
(505) 992-9864  
(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.

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 its 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	04/10/16
2.	Pre-Proposal Conference (If applicable)	Purchasing Offerors	N/A
C.	Acknowledgement of Receipt Form Due	Offerors	04/26/16
4.	Deadline to Submit Additional Questions	Offerors	04/26/16
5.	Response to Written Questions	Purchasing Division	04/29/16
6.	Submission of Proposal (2:00PM)	Offerors	05/05/16
7.	Proposal Evaluation	Evaluation Committee	05/06/16 thru 05/10/16
8.	Selection of Finalists (If applicable)	Evaluation Committee	May 2016
9.	Best and Final Offers from Finalists (If applicable)	Offeror	May 2016
10.	Oral Presentation by Finalists (If applicable)	Offeror	May 2016
11.	Finalize Contract	County, Offeror	June 2016
12.	Contract Award	Purchasing Division	June 2016

Note: If the Web Hosting and Maintenance Services 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 County Manager's Office and the Purchasing Division.

2. Pre-Proposal Conference (If applicable)

A Pre-Proposal Conference is scheduled for 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 addenda.

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 D 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 2:00PM ON THURSDAY, MAY 5, 2016.** 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, 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 #2016-0319-CM/MM 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 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: 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, 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 terms and conditions in the Agreement 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 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 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. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they request that the County consider including the Agreement negotiated with the County.

17. 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.



18. 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.

19. 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's approval.

20. 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.

21. 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.

22. County Rights

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

23. 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.

24. 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.

25. 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.

26. 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.

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.

27. 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".

28. Living Wage

Contractor shall comply with the requirements of Santa Fe County Ordinance 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 D 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
- 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.

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, telephone number and email address of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles, telephone numbers and email addresses 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.

**THIS SECTION INTENTIONALLY LEFT 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 July 2016. Santa Fe County intends on awarding a contract with a term of one year with the option to extend three (3) one-year increments and shall not exceed four (4) years in duration.

### B. Mandatory Specifications

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

#### 1. Organizational Strength

Offerors must submit a statement of relevant corporate qualifications, strengths and experience, including experience of subcontractors. The documentation must thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to the type of service being proposed. Financial credentials and description of years doing business of the Offeror must be included.

Proposals must include three (3) external client references from clients (preferably public sector) who received similar services. One of the references must be the Offeror's largest client. In addition, three (3) references must be submitted for each proposed subcontractor. Proposals must include one (1) prior client reference for a client who terminated services. The Offeror will also list all current clients with 1,000 or more members. The minimum information that must be provided about each reference is:

- a) Name of individual or company for which services were provided.
- b) Address of individual or company.
- c) Name of contact person.
- d) Telephone number of contact person.
- e) Type of services provided and dates services were provided.
- f) Email address of contact person.

#### 2. Staff Qualifications, Strengths, and Experience

Offerors must submit resumes of all proposed professional staff members who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role that member will perform for this contract. The narrative(s)

must include the name of the individual(s) proposed and should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly shows how they are qualified to provide the required services to Santa Fe County. Offerors are also required to identify a minimum of three qualified employees who will be able to provide services in the event one of its employees is unavailable.

3. Samples of Website Design and Maintenance Plans

Offerors must submit a list of client websites to be viewed by the evaluating committee. Offerors must submit samples of other clients' website page designs to show their ability to manage a government or corporate website where topics are broken down into smaller section and pull-down menus. Offerors must submit a plan for conducting maintenance which describes how it will provide services based on requests from the County Public Information Officer.

C. Cost – **In a separate sealed envelope to be included in the original proposal ONLY.**

Offerors must complete the Bid Sheet with fully loaded hourly rates. All rates must include any travel, mileage, and overhead costs affiliated with this agreement. Also provide staff members name, title, and hourly rates. Offerors must also submit a monthly charge for web hosting fees. Please mark any cost information as "Confidential" to be protected. Bid Sheet is provided as Appendix

**THIS SECTION LEFT INTENTIONALLY BLANK**

## VI. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of the proposals.

<u>Factor</u>	<u>Points Available</u>
1. Corporate Background	300
2. Staff Qualifications	200
3. Responsiveness to Requests/Maintenance Plan	200
4. Provider Access	200
5. Design Evaluation	<u>100</u>
TOTAL	1000

### B. EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

#### 1. Corporate Background (300 Points)

Corporate background shall be rated upon the Offeror's demonstrated ability to provide corporate office management and technical support for a successful contract performance. Offeror's will also be rated on corporate strategies and methodologies to provide professional oversight, leadership, and formal quality control measure to assure satisfactory performance of services of staff assigned to this contract and their ability to retain valuable employees to prevent the negative impact of frequent turnover and ensure program continuity.

#### 2. Staff Qualifications (200 points)

Offerors will be evaluated on their ability to immediately provide staff that are experienced, qualified, and certified to work on website hosting and maintenance. The proposed staff qualifications, experience, and certifications will be evaluated. Staff references will be evaluated to determine type and extent of prior experience as well as quality of work performed.



3. Responsiveness to Requests/Maintenance Plan (200 points)

Offerors will be rated on their ability to demonstrate its responsiveness to client's requests to updates, changes, etc. to the hosted website. The Offeror's points for client management team qualifications will be awarded based upon an evaluation of the strength and related experience of providing similar services to other comparable sized clients.

4. Provider Access (200 points)

Points will be awarded on the size, stability and composition of the Offerors or subcontractors network. Points will also be awarded on the strength, effectiveness and operational experience of the network management personnel.

5. Design Evaluation (100 points)

Points will be awarded based on technical and visual aspects; headings and subheadings, quickness of pages loading, information page links and navigation. Points will also be awarded based on the site directory, integration of graphics, video, document indexed archiving, page wraps, forms and data collection. Points will be awarded for error messages being helpful and containing clear information with link back to home page.

C. EVALUATION PROCESS

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.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors described in this RFP. The responsible Offeror whose proposal is most advantageous to Santa Fe County, taking into consideration the evaluation factors provided above, will be recommended for contract award. 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**

**WEB HOSTING AND MAINTENANCE SERVICES  
FOR SANTA FE COUNTY**

**RFP #2016-0319-CM/MM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that it 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 **April 26, 2016**. 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, Procurement Specialist, Senior  
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**  
**COST PROPOSAL**

<b>Title</b>	<b>Hourly Rate</b>
Project Manager	
Web Developer/Programmer	
Web Maintenance/Posting	
Web Hosting (Per Month)	

Note: All Hourly Rates should be fully loaded for any travel, mileage, and overhead costs. Please note that all hourly rates should not include New Mexico Gross Receipts Tax.

**APPENDIX D**  
**SAMPLE AGREEMENT**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT  
WITH \_\_\_\_\_  
TO PROVIDE WEB HOSTING AND MAINTENANCE SERVICES**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **SANTA FE COUNTY** (hereinafter referred to as the “County”), a New Mexico political subdivision, and \_\_\_\_\_ (hereinafter referred to as the "Contractor”).

**WHEREAS**, Santa Fe County maintains a website that provides transparency to its constituents. This website was designed to provide pertinent information to its employees as well as Santa Fe County residents. Objectives of the website are, but are not limited to, providing all relevant up-to-date County news and information (news releases, board information, committee information) providing the tools to understand the County’s daily business; and enabling website visitors to learn and research all the elements that make County an ideal place to live, work and play.

**WHEREAS**, pursuant to NMSA 1978, Section 13-1-112 and 13-1-117, competitive sealed proposals were solicited via a formal request for proposals, RFP #2016-0319-CM/MM, for the procurement of the webhosting and maintenance services; and

**WHEREAS**, based upon the evaluation criteria established within the RFP for the purposes of determining the most qualified offeror, the County has determined Contractor as the most responsive and highest rated offeror; and

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

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

**1. SCOPE OF WORK**

**A. OVERVIEW**

Santa Fe County maintains a website at [www.santafecountynm.gov](http://www.santafecountynm.gov). This website was designed to provide pertinent information to its employees as well as Santa Fe County residents. Santa Fe County seeks to maintain all existing content and will be responsible for providing any new content to the Contractor. Objectives of the website are, but are not limited to, providing all relevant up-to-date County news and information (news releases, board information, committee information; providing the tools to understand the County’s daily business; and enabling website visitors to learn and research all the elements that make the County an ideal place to live, work and play.

**B. PROPOSED SCOPE OF SERVICES**



The following proposed scope of services is considered as a basis for the Web Hosting and Maintenance Services. The tasks presented below provide a general description of the scope of services to support the County's IT Division to accomplish a first-class professional web hosting for the employees and residents of Santa Fe County.

1. The Contractor will make changes as requested by the County via email throughout each month with a maximum 24-hour response time for text changes and posting of documents.
2. The Contractor will work with the PIO on a regular basis to implement new tools and website features to enhance usability and maintain consistency with current technology trends.
3. Provide web design services as needed.
4. Review and implementation of an analytics package - user tracking, most visited, problems, etc.
5. Must provide content management tools.
6. Integrate files as needed.
7. Support of e-mail outreach program.
8. Provide currently utilized technology/pages/sites at a minimum; [www.santafecountynm.gov](http://www.santafecountynm.gov).
9. Provide proposed design to allow database mining, video archives and storage of indexed archived information.

C. WEB PAGE MAINTENANCE

The Contractor shall provide professional and quality hosting and maintenance suitable for use as an internet portal by those interested in accessing the Santa Fe County website and in accordance with the directives and instructions as set forth by the County including without limitation the following services:

1. The Contractor will provide maintenance or enhancement changes to the web pages. Maintenance will include backups and disaster recovery.
2. The Contractor will design and develop projects as requested by IT for video production.
3. The Contractor will make basic changes as requested by the PIO throughout

the month and shall notify the PIO when the Contractor expects completion of complex changes that cannot be completed within the month.

**D. WEB PAGE HOSTING**

The Contractor will host the County's website and its system must provide the following:

1. All services (http, media steaming, etc) shall be available 24 hours a day, 365 days a year with an uptime of 99.9 % per year.
2. A backup of all Web-related files and data will be provided to the County IT Director within three business days of request.

**E. DELIVERABLES**

The Contractor shall deliver a DVD-format backup of the website bi-annually on the first business day of the month or upon requested.

**F. DOMAIN NAME**

Santa Fe County owns all rights, title, and interests in the domain name and all intellectual property rights related to the domain name [www.santafecountynm.gov](http://www.santafecountynm.gov).

**G. CONTRACTOR'S USE OF DATA AND INFORMATION**

Contractor understands that all data and information the County provides to the Contractor which is essential to Contractor's provision of Web Hosting and Maintenance services for the County under these services, belongs to and is property of the County. Contractor shall not disseminate or use such data and information for any purpose other than what is required to perform the Web Hosting and Maintenance services described in the Scope of Work.

**H. SECURITY**

Contractor shall develop and maintain security for any and all information including but not limited to data, files and text provided by the County to the Contractor. Contractor shall prevent unauthorized access to the County website, other restricted areas generated from or used in connection with the County website which are developed or maintained by the Contractor. Contractor shall immediately notify the County of any known breaches.

**2. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

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

### **3. COMPENSATION, INVOICING AND SET-OFF**

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

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed \_\_\_\_\_ dollars (\$XX,XXX.XX) exclusive of New Mexico gross receipts tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be \_\_\_\_\_, or such other individual as may be designated in the absence of the County representative.
- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.

- 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

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

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

#### **4. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement in one year increments not to exceed four years in total

#### **5. TERMINATION**

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

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

#### **6. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state

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

**7. INDEPENDENT CONTRACTOR**

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

**8. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

**9. SUBCONTRACTING**

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

**10. PERSONNEL**

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

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

**11. RELEASE**

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

**12. CONFIDENTIALITY**

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

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

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

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

**14. CONFLICT OF INTEREST**

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

**15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

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

**16. ENTIRE AGREEMENT; INTEGRATION**

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

**17. NOTICE OF PENALTIES**

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

**18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

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

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

**19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

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

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

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

**20. RECORDS AND INSPECTIONS**

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

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this

Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

**21. INDEMNIFICATION**

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

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

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

**22. SEVERABILITY**

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

**23. NOTICES**

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

To the County: Santa Fe County  
Attn: Santa Fe County Manager  
102 Grant Avenue  
P.O. Box 276  
Santa Fe, New Mexico 87504-0276

To the Contractor: [CONTRACTOR'S NAME AND ADDRESS]

**24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**



The Contractor hereby represents and warrants that:

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

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

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

**25. FACSIMILE SIGNATURES**

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

**26. NO THIRD-PARTY BENEFICIARIES**

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

**27. INSURANCE**

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

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

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

**28. PERMITS, FEES, AND LICENSES**

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

**29. NEW MEXICO TORT CLAIMS ACT**

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

**30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

**31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS**

The Contractor hereby irrevocably appoints [NAME AND ADDRESS OF AGENT], as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

**32. SURVIVAL**

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

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

**SANTA FE COUNTY**

\_\_\_\_\_  
Katherine Miller  
County Manager

\_\_\_\_\_  
Date

Approved as to form

\_\_\_\_\_  
Gregory S. Shaffer  
County Attorney

\_\_\_\_\_  
Date

Approved as to form

\_\_\_\_\_  
Carole H. Jaramillo  
Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_