

**SANTA FE COUNTY
COMMUNITY DEVELOPMENT DIVISION**

REQUEST FOR PROPOSALS



**DEVELOPMENT OF ELECTRIC VEHICLE (EV)
INFRASTRUCTURE AND REPLACEMENT PLAN**

RFP No. 2024-0241-CDD/MB
Commodity Codes: 06009

May 2024

TABLE OF CONTENTS

	PAGE NO.
I. ADVERTISEMENT.....	4
II. INTRODUCTION.....	5
A. PURPOSE OF THIS REQUEST FOR PROPOSAL.....	5
B. SCOPE OF WORK.....	5
C. INSURANCE REQUIREMENTS.....	7
D. PROCUREMENT SPECIALIST.....	8
E. DEFINITION OF TERMINOLOGY.....	8
III. CONDITIONS GOVERNING THE PROCUREMENT.....	10
A. SEQUENCE OF EVENTS.....	10
B. EXPLANATION OF EVENTS.....	11
1. Issuance 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.....	12
9. Best and Final Offers from Finalists (If applicable).....	13
10. Oral Presentations by Finalists (If applicable).....	13
11. Contract Negotiations.....	13
12. Contract Award.....	13
13. Right to Protest.....	13
C. GENERAL REQUIREMENTS.....	14
1. Acceptance of Conditions Governing the Procurement.....	14
2. Incurring Cost.....	14
3. Prime Contractor Responsibility.....	14
4. Subcontractors.....	14
5. Amended Proposals.....	14
6. Offerors' Rights to Withdraw Proposal.....	14
7. Proposal Offer Firm.....	15
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. Contract Deviations.....	16

17. Offeror Qualifications.....	16
18. Right to Waive Minor Irregularities	16
19. Change in Contractor Representatives.....	17
20. Notice.....	17
21. County Rights	17
22. Right to Publish.....	17
23. Ownership of Proposals	17
24. Electronic Mail Address Recommended	17
25. Preference in Procurement by Santa Fe County	17
26. Double-Sided Documents	17
27. Living Wage.....	18
IV. RESPONSE FORMAT AND ORGANIZATION	19
A. NUMBER OF RESPONSES	19
B. NUMBER OF COPIES	19
C. PROPOSAL FORMAT.....	19
1. Proposal Organization.....	19
2. Letter of Transmittal	20
V. SPECIFICATIONS.....	21
A. INFORMATION.....	21
1. Time Frame.....	21
B. EVALUATION CRITERIA	21
1. Introduction.....	21
2. Technical Competence and Specialized Experience.....	21
3. Evidence of Understanding Scope of Work.....	21
4. Capacity and Capability.....	21
5. Past Record of Performance.....	21
C. COST PROPOSAL	21
VI. EVALUATION OF PROPOSALS.....	22
A. EVALUATION SCORING	22
B. EVALUATION PROCESS.....	22
APPENDICES	
A. Acknowledgement of Receipt Form	24
B. Campaign Contribution Disclosure Form	25
C. Cost Proposal.....	29
D. Sample Agreement.....	30

I. ADVERTISEMENT

REQUEST FOR PROPOSALS**Development Electric Vehicle (EV) Infrastructure and Replacement Plan****RFP No. 2024-0241-CDD/MB**

Santa Fe County Community Development Department (CDD) is requesting proposals from qualified consultant firms to develop an electric vehicle (EV) infrastructure and equipment plan related to all Santa Fe County fleet operations.

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 Mountain Daylight Time (MDT) on Tuesday, June 18, 2024, at the Santa Fe County Purchasing, 102 Grant Avenue, Santa Fe, New Mexico 87501.** Proposals will also be accepted electronically utilizing a DropBox. Please utilize this link to upload your proposal submission.

<https://www.dropbox.com/request/CQu4JkIOIXvQ2wGkIPHG>

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.

A NON MANDATORY Pre-Proposal Conference will be held at 1:30 PM on, Tuesday, May 28, 2024 online via WebEx using link provided or by dial (408) 418-9388 meeting number: 2487 308 7113. Attendance to the Pre-proposal meeting is not mandatory, but it is strongly recommended.

<https://sfco.webex.com/sfco/j.php?MTID=m44456ad3a06eaf1e84167bf4502b1bc>

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 Mohamed Al-Hussaini, Procurement Specialist Senior, 102 Grant Avenue, Santa Fe, New Mexico 87501, by email at malhussaini@santafecountynm.gov, or by telephone at (505) 992-9864, or on our website at: <https://www.santafecountynm.gov/finance/purchasing-division/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

Published: May 19,20, 2024

II. INTRODUCTION

A. PURPOSE OF REQUEST FOR PROPOSALS

Santa Fe County is requesting proposals from qualified consultants to develop an electric vehicle (EV) infrastructure and fleet and equipment replacement and procurement plan covering Santa Fe County governmental operations. This project is wholly or partially funded with United States Department of Transportation, and therefore must comply with all federal requirements contained in the Supplemental Conditions. Neither the United States nor its department's agencies or employees is or will be party to this request for proposals or any resulting contract. As a result, the County will effectively transition the County's fleet and equipment to extensive electric alternatives and low CI alternatives by the development of EV charging infrastructure to meet the County's electric vehicle goals.

B. SCOPE OF WORK

1. Overview of Market Trends and County Specific Considerations

The objective of Task 1 is to provide high level of information to facilitate the development of Santa Fe County Fleet replacement, procurement and infrastructure plans encompassing EV market trends, the impacts of State and Federal Policy and County specific procurement and maintenance considerations. The Task 1 deliverable should consist of an executive summary to include the following:

- a. Overview of anticipated advancements in EV and charger technology
- b. Overview of relevant State and Federal policy including the ACC II and ACT standards and current and anticipated tax rebate programs
- c. Review of peer County and City government EV programs and best practices related to maintenance and procurement

2. Develop Santa Fe County Fleet Replacement and Procurement Plan

The objective of the fleet replacement and procurement plan is to outline a detailed near term (10 year) and high level long term plan to transition the County fleet to electric and low/no emission vehicles. Plans should incorporate an analysis of the total vehicle fleet, vehicle use and type, relevant state policies including the ACC II, and ACT standards and State and Federal rebates. The Replacement and Procurement Plan should include:

- a. Inventory of all current County fleet vehicles, value, maintenance costs, and usage history for the purpose of
- b. Identification of 1 to 1 electric vehicle alternatives utilizing resources such as the DRVE and AFLEET tools including identification of hard to transition vehicles and vehicle types (e.g. heavy duty or police related vehicles)
- c. Development of a detailed (10 year) replacement schedule prioritizing vehicles most

- suitable for replacement and market access/cost viability, detailing the needs and schedule separately as appropriate for Departments/Divisions (such as the Sheriff's Office) including
- d. Development of a high level replacement schedule strategy and work plan providing a general roadmap for full vehicle electrification or replacement with low/no emission vehicles
 - e. Alternative options and estimation of benefits/costs for hybrid/other vehicles with reduced emissions to keep pace with the County's zero transportation emission goal by 2045
 - f. Estimation of the costs of EV replacement at a per vehicle and fleet wide level incorporating estimated charging, maintenance and procurement costs and compare total costs of ownership of each existing vehicle against their ICE equivalent
 - g. Estimation of expected cost savings in correspondence with the 10-year replacement schedule compared to a business as usual scenario
 - h. Estimation of expected emissions reduction impacts of fleet replacement
 - i. Identification major barriers to fleet replacement and development of recommendations to address concerns related to procurement, staff training, maintenance, policy recommendations and "hard to transition" vehicles

3. Develop Santa Fe County EV Charging Infrastructure Plan

The objective of the Santa Fe County EV Charging Infrastructure Plan is to identify the charging infrastructure and associated costs required to facilitate a near term (10 year) and complete transition of the County fleet to electric vehicles and provide a roadmap for infrastructure development. Building upon the County Fleet Replacement and Procurement Plan the EV Charging Infrastructure Plan should incorporate existing county parking and fueling locations, vehicle routes and use schedules and where possible explore opportunities to co-locate charging infrastructure in areas accessible by the public and provide recommendations for improvements upon current fleet policy plan as needed. The EV Charging Infrastructure Plan should include:

- a. Location identification throughout County for EV charging stations required for specific needs required by each Department/Division for efficient and reliable EV operation
- b. Estimation of the type and number of EV chargers needed to meet the targets detailed within the Fleet Replacement and Procurement Plan including full vehicle electrification
- c. Estimate of site improvements/upgrades for items such as broadband/cellular, power, alternative power, battery storage, etc.
- d. Ranking of EV charging locations prioritizing ease of development, existing parking and fueling locations, distributed coverage across the County and potential public use
- e. Estimation of total and annual infrastructure costs to include maintenance of charging stations, along with additional energy demand and estimated electricity costs
- f. Development of vehicle charging guidelines to manage electricity demand incorporating frequency of use, electricity costs and vehicle specific requirements
- g. Analysis and recommendations for EV charger suppliers and maintenance/warranties based on unit cost, service costs and availability

h. Timeline for phased/completed EV Charging Stations installations

4. Develop Santa Fe County Equipment Electrification Plan

The objective to Task 3 is to identify opportunities for the County to transition motorized equipment to electric alternatives. The Equipment Electrification Plan should include:

- a. Inventory of all relevant gas powered county equipment (snow blowers, leaf blowers, chain saws, etc...)
- b. Identification of 1 to 1 electric alternatives for all county equipment where applicable
- c. Estimation of the financial impacts of equipment replacement including purchase price and estimated total costs of ownership
- d. Estimation of reduction of emissions
- e. Prioritization of equipment or equipment types for replacement incorporating financial and safety impacts
- f. Timeline for phased/complete transition

C. **INSURANCE REQUIREMENTS**

The insurance required by Offeror are listed below.

1. 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.
2. 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 \$1,000,000 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.
3. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
4. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.
5. 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, §41-4-1 through §41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.

D. PROCUREMENT SPECIALIST

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

Mohamed Al-Hussaini, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, New Mexico 87501
Phone: (505) 992-9864
email: malhussaini@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist in writing. Offerors may contact **ONLY** the Procurement Specialist regarding the procurement. Other County employees do not have the authority to respond on behalf of the County. *Any contact with other County staff member or persons other than the Procurement Specialist named in this solicitation may be grounds to disqualification.*

E. DEFINITION OF TERMINOLOGY

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

“BCC” means the Santa Fe County Board of County Commissioners.

“Close of Business” means 5:00pm 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 Procurement Manager 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 Specialist” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing” means the Santa Fe County Purchasing, Finance Division, County Manager Office.

“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. Issuance of RFP	Purchasing Division	May 19 & 20, 2024
2. Pre-Proposal Conference	Owner/Offerors/ Purchasing	May 28, 2024
3. Acknowledgement of Receipt Form	Offerors	May 29, 2024
4. Deadline to Submit Additional Questions	Offerors	May 30, 2024
5. Response to Written Questions	Purchasing Division	June 4, 2024
6. Submission of Proposal	Offerors	June 18, 2024 2:00 p.m.
7. Proposal Evaluation Review	Evaluation Committee	June 19,27 2024
8. Selection of Finalist	Evaluation Committee	June/July , 2024
9. Oral Presentation by Finalists (if applicable)	Offeror	June/July
10. Contract Negotiations	County, Offeror	June/July
11. Contract Award	Purchasing Division	June/July

Note: *If the Evaluation Committee makes a selection at the Selection of Finalists, event 9 will not occur.*

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued by the Santa Fe County Community Development, and Purchasing Division

2. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled to occur on the date indicated in the "Sequence of Events" at Section III.A. Questions may be submitted at the Pre-Proposal Conference and until the deadline indicated in the "Sequence of Events" at Section III.A. All questions must be in writing and e-mailed to: malhussaini@santafecountynm.gov. A public log will be kept of the names of potential offerors who attended the Pre-Proposal Conference.

3. Acknowledgement of Receipt Form

Potential Offerors should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have their 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 or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.**

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 Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00pm. MOUNTAIN DAYLIGHT TIME (MDT) ON Tuesday, June 28, 2024. 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 below. 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 for **Development Electric Vehicle (EV) Infrastructure and Replacement Plan** and refer to **RFP No. 2024-0241-CDD/MB**.

Proposals may be submitted electronically via Dropbox at the link provided below.

<https://www.dropbox.com/request/CQu4JkIOIXyQ2wGkIPHG>

Proposals must be delivered to:

**Mohamed Al-Hussaini, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue
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, §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 either Via Webex (Virtual meeting) or at the Santa Fe County Purchasing, 102 Grant Ave, Santa Fe, New Mexico. Each presentation will be limited to one (1) hour.

11. Contract Negotiations

A 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, §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.

Written protests must be submitted in writing to the Santa Fe County Purchasing Division:

Santa Fe County
Attn: Bill Taylor, CPO/Procurement Manager
P.O. Box 276
Santa Fe, New Mexico 87504

*Protests will not be accepted by facsimile or other electronic means.
Protests received after the fifteen-day period will not be accepted.*

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC Section 1.4.1 and 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 terms and conditions and supplemental terms and conditions attached hereto as Appendix D.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments only to 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 sixty (60) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

Proposals are not open to public inspection until after an Offeror(s) has been selected for award of a contract.

An Offeror may request non-disclosure of confidential information in its proposal. 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 information for which an Offeror has made a written request for confidentiality, the 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 statutory 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

The contract awarded as a result of this RFP 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 all requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix D.

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 §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 technical irregularities. 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, §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

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 bid / proposal documents shall be double-sided, pursuant to Santa

Fe County resolution 2013-7, Adopting Sustainable Resources Management Principles, Section 2.A. Waste Reduction and Reuse ...” and 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).

THIS SECTION INTENTIONALLY LEFT BLANK

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and four (4) 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.

If the Offeror prefers to provide the original via DropBox, only one submission of the proposal is necessary: <https://www.dropbox.com/request/CQu4JkIOIXyQ2wGkIPHG>
The technical proposal must be a separate document from the cost proposal when uploaded to DropBox.

C. PROPOSAL FORMAT

All proposals shall be **limited to twenty (20)** pages, with exception of any required attachments and those 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 bound with tabs delineating each section. The submission Proposals will be accepted electronically utilizing a Drop Box. Please utilize this link to upload proposal submission.

<https://www.dropbox.com/request/CQu4JkIOIXyQ2wGkIPHG>

1. Proposal Organization

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

- a) Letter of Transmittal (required—not counted in the 20-page limit)
- b) Table of Contents (required—not counted in the 20-page limit)
- c) Proposal Summary (optional—not counted in the 20-page limit)
- d) Response to *Scope of Work and Evaluation Criteria* – (limited to 20 pages)
- e) Response to County Terms and Conditions
- f) Appendices
 - Campaign Contribution Disclosure Statement
 - Certificates
 - Insurance Certificates
 - Additional Offeror Attachments (i.e., certifications/licensing, resumes, sample promotional materials, sample website and social media campaign scripts, storyboards, and other appropriate documents, etc.)
- g) *Offeror's Cost Proposal* (One in a separate sealed envelope with the original proposal submission only)

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, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles, email address and telephone numbers of persons to be contacted for clarification;
- e) **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP; and,
- h) Acknowledge and accept the terms and conditions of the Agreement attached as Appendix D.

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 June, 2024. Santa Fe County intends on awarding a contract with a term of one (1) year with three (3) renewal periods, not to exceed a total of four (4) years

B. EVALUATION CRITERIA

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

1. **Organization & Evidence of Understanding the Scope of Work:**

This encompasses aspects such as the organization's structure and licensing. To include:

- A brief description of the applicant organization.
- Describe the firm's vision/mission and business philosophy.
- Provide a brief history of the Offeror's firm in the State of New Mexico.
- Provide information about the firm's specific technical experience with providing engineering services that demonstrate technical competence to successfully complete this project.
- Indicate the relevance of previous projects to the scope of work described in this RFP, including any specialized expertise.

2. **Professional Competence & Specialized Experience:** Evaluating both the organization's overall experience and the experience of key personnel involved. To include:

- Present the applicant's expertise in fleet electrification and EV charging infrastructure planning, research, and analysis.
- Include biographies of participating staff members, highlighting their relevant experience.
- Describe the firm's vision, mission, and business philosophy.
- Briefly outline the Offeror's firm history in the State of New Mexico.
- Explain the relevance of past projects to the scope of work outlined in this RFP, emphasizing any specialized expertise.

3. **Capacity and Capability:** Assessing the capacity and capability of the organization to successfully execute the required work, including considerations of surety:

- Provide an overview of the project team's history in meeting schedules, budgets, and project administration requirements.

- Present the firm's current workload compared to the anticipated workload for this project in the New Mexico Office.
 - Clearly identify the key personnel designated for this project, outlining their roles, experience, and backgrounds.
 - Elaborate on your firm's approach, tools, communication skills, and ability to deliver the required services and deliverables promptly.
 - Address whether the Offeror intends to offer evaluation services to other governmental or private entities while contracted with Santa Fe County.
 - Furnish information about any subcontractors, consultants, or evaluators slated to join the project team, specifying their designated areas of work.
4. **Health and Safety:** Reviewing the organization's safety protocols, insurance coverage, and past claims history. To include:
- Proof of adequate liability insurance coverage.
 - A description of applicant safety protocols.
5. **Project Scheduling:** Evaluating the proposed project scheduling, adherence to labor codes, utilization of New Mexico-produced work, and providing clarification/explanation where necessary. To include:
- A project timeline with relevant milestones.
 - A description of how the applicant will ensure adherence to labor codes and utilization of New Mexico-produced work.
6. **Technical Approach:** Assessing the proposed technical approach, methodology, and innovation in solving engineering challenges, ensuring alignment with project goals and objectives. To include:
- A description of the proposed technical approach detailing the methodology the applicant will utilize to ensure the production of accurate, relevant, timely and actionable deliverables.
 - Provide details about the firm's technical experience in providing engineering services, demonstrating competence for successfully executing this project.

C. **Cost Proposal (Appendix C)**

COST PROPOSAL (Appendix C) - provide in a separate sealed envelope with the original proposal ONLY (do not include in each of the four additional copies, if submitting electronically, please submit in a separate file in Dropbox).

Offeror shall propose its cost for the tasks listed in the scope of work. A cost sheet is provided as Appendix C.

VI. EVALUATION OF PROPOSALS

A. EVALUATION SCORING

The County will evaluate responsive proposals and assign a numerical score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the factor 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 the Evaluation Committee Members.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation factors outlined below. Each Evaluation Factor is assigned the following points:

1. Organization & Evidence of Understanding the Scope of Work	150 points
2. Professional Competence & Specialized Experience.....	300 points
3. Capacity & Capability.....	150 points
4. Health and Safety	200 points
5. Project Scheduling	100 points
6. Technical Approach	100 points
TOTAL POINTS	1000 point

B. EVALUATION PROCESS

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

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Specialist 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.17.
4. Responsive proposals will be evaluated on the factors in Section VI that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III,

Paragraph B.10. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

5. Offeror will provide a detailed cost proposal describing the tasks and activities set forth in the Scope of Work in Section II. The information shall be broken down to include proposed staff, hourly rates. The hourly rates shall include all overhead, and direct or indirect costs associated with the work. Offeror will provide a separate category for proposed travel for reimbursable items.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

**RFP No. 2024-0241-CDD/MB
FINANCIAL AND COMPLIANCE
AUDIT SERVICES**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **29 May, 2024**. 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.

Mohamed Al-Hussaini, Senior Procurement Specialist
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, New Mexico 87501
(505) 982-9864
malhussaini@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation

expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

APPENDIX C

COST PROPOSAL

(APPENDIX C IS TO BE SUBMITTED WITH THE ORIGINAL PROPOSAL ONLY OR IF SUBMITTING ELECTRONICALLY VIA DROPBOX, SEND IN A SEPARATE FILE NAMED PROPOSED FEE SCHEDULE)

Vendor Name: _____ **Address:** _____

Phone: _____ **Email:** _____

OFFEROR SHALL PROVIDE A DETAILED ITEMIZED BUDGET, INCLUDING RATE PER HOUR BY STAFF LEVEL THAT MAY BE ASSIGNED TO ANY GIVEN PROJECT BASED ON THE TASKS AND ACTIVITIES SET FORTH IN THE SCOPE OF WORK. ANY OUT OF POCKET AND ADMINISTRATIVE COSTS (EXCLUDING TRAVEL COSTS) SHALL ALSO BE PROVIDED.

Appendix D
SAMPLE SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND

This Agreement is entered into this _____ day of _____ 20__, between Santa Fe County, a political subdivision of the state of New Mexico (the “County”), and _____, [ADDRESS] (the “Contractor”).

Background

WHEREAS, the County requires qualified consultant to develop an electric vehicle (EV) infrastructure and fleet and equipment replacement and procurement plan covering Santa Fe County governmental operations.

WHEREAS, pursuant to NMSA 1978, Section 13-1-112, competitive, sealed proposals were solicited by a formal request for proposals No. 2024-0241-CDD/MB (the “RFP”) to procure these services; and

WHEREAS, based upon the evaluation criteria in the RFP for selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror; and

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

NOW, THEREFORE, the parties agree as follows:

Agreement

1. CONTRACTOR’S SERVICES

2. ADDITIONAL SERVICES

A. The parties agree that all tasks in section 1 (Contractor’s Services) will be completed to the County’s satisfaction and for the amount stated section 3 (Compensation, Invoicing and Set-off).

B. The County may request changes in the Contractor's Services. Any changes to the Contractor's services must be made by written amendment.

3. COMPENSATION, INVOICING AND SET-OFF

A. The Contractor will be compensated as follows.

B. The Contractor must submit a written request for payment to the County when payment is due. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought. The County will not make a payment until the County issues a written certification accepting the services.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services is _____, or other individual as may be designated by the County.
- 2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

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

D. The County's payment to Contractor will not foreclose the County's right to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement will become effective on the date of last signature by the parties and will terminate one year from that date, unless earlier terminated under section 5 (Termination) or 6 (Appropriations and Authorizations). The parties may agree to extend the term by written amendment.

5. TERMINATION

A. Termination for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination stating the specific grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice, during which time the breaching party may cure the breach. If the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within the 30-day period, 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 terminate this Agreement at any time for any reason or no reason, by giving the Contractor written notice of termination. The notice must state the effective date of termination, which must not be less than 15 days from the Contractor's receipt of the notice. The County will pay the Contractor for acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Contractor after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Contractor. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Contractor in any way, or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

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

8. ASSIGNMENT AND SUBCONTRACTING BY THE CONTRACTOR

A. The Contractor must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Contractor must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Contractor to a non-party in violation of this Agreement will be void.

9. CONTRACTOR'S PERSONNEL

A. The services in section 1 (Contractor's Services) must be performed by the Contractor or under its supervision.

B. The Contractor states that it has, or will secure at the Contractor's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Contractor's receipt of payments due under this Agreement serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY

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

12. 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 will own any such copyright.

13. CONFLICT OF INTEREST

The Contractor states that it does not have any interest that would conflict in any manner with the performance of the services and obligations under this Agreement.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

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

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by federal, state, local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor must not 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 that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. The Contractor will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Contractor acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. 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 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.

20. INDEMNIFICATION

A. The Contractor shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Contractor's performance or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Contractor's obligations under this indemnification section will not be limited by the terms of the insurance policy the Contractor is required to maintain under this Agreement.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICE

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

The County:

The Contractor:

23. CONTRACTOR REPRESENTATIONS

The Contractor represents that:

A. This Agreement is duly authorized by the Contractor, the person signing this Agreement has authority to do so, and, once signed by the Contractor, this Agreement will constitute a binding obligation of the Contractor.

B. The terms of this Agreement do not conflict with Contractor's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. CONTRACTOR'S INSURANCE

A. General. The Contractor must submit evidence of insurance as is required in this section. The Contractor's policies of insurance must be written by a company authorized to provide insurance in the state of New Mexico.

B. Liability Insurance, Including Automobile. The Contractor must maintain 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. Contractor's insurance must include coverage for all services and work performed for the County under this Agreement; 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 must be a named an additional insured on the Contractor's policy.

C. Increased Limits. If the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, the Contractor must increase the maximum limits of any insurance required under this Agreement.

27. PERMITS AND FEES

Contractor will procure all permits, licenses, and pay all fees associated with the performance of the services and the Contractor's obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the 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.

29. CAMPAIGN CONTRIBUTION DISCLOSURE

The Contractor must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. CONTRACTOR'S AGENT FOR SERVICE OF PROCESS

The Contractor appoints _____, as its agent for service of process. The Contractor acknowledges that service on the agent will have the same effect as though the Contractor were personally served within the state of New Mexico.

31. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY

Approved as to form:

Jeff Young
Santa Fe County Attorney

Date

CONTRACTOR -

Signature

Date

Print name and title