

**SANTA FE COUNTY
FINANCE DIVISION**

REQUEST FOR PROPOSALS



BOND COUNSEL SERVICES

RFP No. 2024-0089-FIN

NM COMMODITY CODES: 94925, 94638, 94630

OCTOBER 2023

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I. ADVERTISEMENT

SANTA FE COUNTY BOND COUNSEL SERVICES RFP No. 2024-0089-FIN

Santa Fe County is requesting proposals from licensed, qualified Offerors to provide Professional Legal Bond Counsel Services for General Obligation Bonds, Revenue Bonds, Special Assessment Bonds or other bond financing transactions undertaken by the County. 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 Offer's name and address clearly marked on the outside of the container. All proposals must be received by **2:00 PM (MDT) on Monday, November 20, 2023**, at the Santa Fe County Purchasing Division, 102 Grant Avenue, Santa Fe, New Mexico 87501. To combat the spread of the recent COVID-19 illness, the submission of Proposals **will also be accepted electronically** utilizing a Drop Box. Please utilize this link to upload your proposal submission. <https://www.dropbox.com/request/Vn0UHMmzGT8qmHJzGraO>

By submitting a proposal for the requested services each Offeror is certifying that it is a qualified firm and its proposal complies with regulations and requirements stated within the Request for Proposals.

A Pre-Proposal Conference will be held at **10:30AM on Monday, October 30, 2023 online via WebEx using link provided or by calling (408) 418-9388 meeting number: 2491 945 4202. Attendance is not mandatory but highly recommended.**

<https://sfco.webex.com/sfco/j.php?MTID=mf0c4a653ac051a55ffbb4352d9732ed7>

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 conditions, 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: October 22 & 23 2023

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Santa Fe County is soliciting proposals to provide professional legal Bond Counsel Services for General Obligation Bonds, Revenue Bonds, Special Assessment Bonds or other bond financing transactions undertaken by the County. It is the County's intent to award an indefinite quantity price agreement for bond counsel services.

B. SCOPE OF WORK

The contractor shall provide to the County all necessary bond counsel services during the Agreement period with reference to the authorization, sales and delivery including, but not limited to, the following services:

- A. Prepare and deliver to the County financing timetable, all bond resolutions and bond sale resolutions necessary to the issuance of the bonds, as well as all proceedings, transcripts and minutes that are required to be adopted by the County.
- B. Prepare information for and participate in presentations to rating agencies and prospective bond purchasers as required by the County and attend all meetings of the Board of the County Commissioners at the time of the sales and closings, and additional meetings as required by the County.
- C. Collaborate with County staff, the financial advisor, the investment committee and underwriters to structure issues that minimize the County's transactions costs and its credit risk and prepare all ordinances, agreements, preliminary offerings statements, official statements, other securities laws disclosure documents pursuant to which bonds will be authorized, secured and delivered.
- D. Coordinate the delivery of the documents and other activities, and plan, coordinate and manage the pre-closing of bond sales in a manner to assure the timely closing of bond sales and the delivery of funds to the County; prepare and file final transcripts of the proceedings to the issuance of bonds.
- E. Provide to the County continuing information concerning federal, state, and local statutory and regulatory changes, including but not necessarily limited to, arbitrage and other current developments relating to the County's bond issues.
- F. Assist the County in the evaluation of options and alternatives for issuing additional bonds, refunding or calling of outstanding bonds and new financing techniques, including the delivery of oral and written legal advice on particular projects.
- G. Brief County officials, employees, counsel and consultants on matters that impact the issuance of the County bond financing. This includes rendering of an opinion and availability for phone consultation on questions of federal and state law, nature

and priority of the security of bonds and legality of the issuance of the bonds under applicable securities laws, and the tax-exempt status of the bonds.

- H. Review and advise the County regarding bond proceed draw downs, procedures, and other matters regarding bond project disbursement regulations.
- I. Assist the County Attorney, if requested, in any litigation relating to or in any way affecting the issuance, sale, execution and delivery of County bonds, notes or certificates.
- J. Draft state legislation and provide testimony before legislative committees when requested by the County; provide other special advice or opinions requested by the County, relating to the County bond financing.

C. QUALIFICATIONS

Offerors must be listed in the most recent edition of The Bond Buyer’s Directory of Municipal Bond Dealers (“Red Book”). Must have experience with respect to the issuance and sale of tax-exempt securities, taxable securities, refunding bonds and similar obligations.

D. INSURANCE REQUIREMENTS

Please refer to the attached Professional Services Agreement Section 27 for the insurance requirements found in Appendix E of this RFP.

E. DESIGNATED PROCUREMENT SPECIALIST

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

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

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.

F. DEFINITION OF TERMINOLOGY

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

“BCC” means the elected Board of County Commissioners whom all powers of the municipality are vested and who are responsible for the proper and efficient administration of the municipal government.

“Close of Business” means 5:00 PM Mountain Standard 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 to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all 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 submits 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, Finance Division.

“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 is the RFB schedule for this 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 to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issuance of RFP	Purchasing Division	October 22 & 23 2023
2. Pre-Proposal Conference	Owner/Offerors/ Purchasing	October 30, 2023
3. Acknowledgement Form Due	Offerors	October 31, 2023
4. Deadline to Submit Additional Questions	Offerors	November 1, 2023
5. Response to Written Questions	Purchasing Division	November 6, 2023
6. Submission of Proposal	Offerors	November 20, 2023 (2:00 PM – MDT)
7. Evaluation Committee	Evaluation Committee Members	November 21-29,2023
8. Selection of Finalists	Evaluation Committee Members	November 29-30, 2023
9. Oral Presentations, <i>(if applicable)</i>	Evaluation Committee	December, 2023
10. Best and Final Offer	County/Offeror	December, 2023
11. Contract Award	Purchasing Division	December, 2023

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

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

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

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 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 **October 31, 2023**.

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

4. Deadline to Submit Additional Written Questions

Potential offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All written questions must be addressed to the Procurement Specialist, listed in Section II, Paragraph E 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 Specialist no later than one (1) day after the answers or addenda were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **2:00 PM (MDT), Monday, November 20, 2023.** *Proposals received after this deadline will not be accepted.* The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Specialist at the address listed in Section II, D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's **Request for Proposals No. RFP NO. 2024-0089-FIN.** **Proposals may also be submitted electronically via Drop Box at the link provided below.**
<https://www.dropbox.com/request/Vn0UHMmzGT8qmHJzGraO>

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's who submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County Management. 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. 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 Presentations by Finalists (If Applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 102 Grant Avenue, Santa Fe, New Mexico, or the Oral may be as a virtual presentation. Each presentation is typically limited to one (1) hour in duration.

11. Contract Negotiations

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 terminate contract negotiations and enter into contract negotiations 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 Specialist or Procurement Manager.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points. The County reserves the right to award multiple contracts pursuant to NMSA 1978 13-1-153.

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: Bill Taylor, CPO/Procurement Manager
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 contract template attached hereto as Appendix E.

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 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 completed 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' Right 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 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

Proposals are not open to public inspection until after an Offeror(s) has been selected for award of 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 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 Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any 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 cancelled 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 Specialist.

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 E.

16. Contract Deviations

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

17. Offeror Qualifications

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

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. This right is at the sole discretion of the Evaluation Committee subject to the Procurement Management 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 the Contractor's representative must receive prior County approval.

20. Notice

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

21. County Rights

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

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

23. Ownership of Proposals

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

24. Electronic Mail Address Required

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

25. Preferences in Procurement by Santa Fe County

a. *New Mexico In-State Preference*

New Mexico Law, Section 13-1-21 NMSA 1978, provides a preference in the award of a public works contract for an "**in-state resident business**". Application of a resident business preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident business. Certificates are issued by the state taxation and revenue department.

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

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

OR

b. *New Mexico Resident Veteran Preference*

New Mexico law, Section 13-4-2 NMSA 1978, provides a preference in the award of a public works contract for a "**resident veteran contractor**". Certification by the department of taxation and revenue for the resident veteran 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 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 contractor certificate, 10%, 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.

OR

c. *Native American Preference Certificate.*

Native American member-owned resident veteran business, Native American resident contractor, or Native American resident veteran contractor certificate issued by the State Taxation and Revenue Department, under law, Native American-owned companies will receive either eight or ten percent equivalent based on whether they are also a veteran-owned business.

The resident contractor preference is not cumulative with the resident veteran contractor preference or the Native American preference certificate.

AND

d. ***Santa Fe County Business 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 Manger 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 Offeror’s score.

The Resident Business, Resident Veteran Business or Santa Fe County Business preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

26. Double-Sided Documents

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

27. Living Wage

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

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IV. RESPONSE FORMAT, SPECIFICATIONS AND EVALUATION

A. NUMBER OF RESPONSES

An Offeror shall submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and four (4) identical copies of their proposals to the location specified in Section II, Paragraph E on or before the closing date and time for receipt of proposals. If submitting responses electronically via Dropbox, please submit two (2) separate files: one file for the proposal response and a separate file to Appendix D Proposed Fee Schedule.

C. PROPOSAL FORMAT, EVALUATION FACTORS, AND SCORING

All proposals shall be limited to twenty (25) pages, with exception of professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 ½ x 11 paper, with a font **no smaller than 12pt. pitch**, with nominal 1” margins and single line spacing. Proposals shall be bound with tabs delineating each section. To combat the spread of the recent COVID-19 illness, the submission Proposals **will be accepted electronically** utilizing a Drop Box. Please utilize this link to upload proposal submission. <https://www.dropbox.com/request/Vn0UHMmzGT8qmHJzGraO>

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) Response to County Terms and Conditions
- c) Table of Contents
- d) Proposal Summary (optional)
- e) Response to County Terms and Conditions
- f) Response to Specifications – Evaluation Factors
- g) Offeror’s Additional Terms and Conditions
- h) Copy of insurance certificate
- i) Other supporting material (If applicable)
- j) Cost Proposal (**One in separate sealed envelope with the original proposal submission only, if submitting electronically submit as a separate file**)
- k) Campaign Contribution Disclosure Statement

Within each section of their proposals, offerors shall address the items in the order in which they appear in this RFP under Section V.B. EVALUATION FACTORS. 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 and telephone numbers of persons to be contacted for clarification;
- e) **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP;
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix E.

THIS SECTION LEFT INTENTIONALLY BLANK

V. SPECIFICATIONS

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

A. **INFORMATION**

Time Frame

The contract is schedule to begin December 2023. Santa Fe County intends on awarding a contract with an initial term of four years.

B. **EVALUATION FACTORS**

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

1. **Introduction**

- Provide a brief overview and background of your firm's history, mission and business philosophy.
- Include the years of experience your firm has with providing counsel services.

2. **Professional Competence and Specialized Experience**

- Provide information about the firm's specific experience and expertise in Bond Counsel services.
- Thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to providing Bond Counsel services.
- Provide information of relevant experience including the experience of subcontractors with respect to the issuance of bonds, including a description of similar bond transactions performed, and including the type and size of the bonds in each transaction. A copy of the official statement or bond counsel opinion for each of these transactions should be included.
- Describe the firms experience in the following types of securities:
 - 1) General Obligation Bonds
 - 2) Revenue Bonds
 - 3) Taxable securities
 - 4) Tax Increment Financing
 - 5) Issuance and sale of tax-exempt securities
 - 6) Industrial Revenue Bonds
 - 7) Improvement District Bonds
 - 8) Certificate of Participation
 - 9) Conduit Financing
 - 10) Refunding bonds and similar obligations

3. **Evidence of Understanding Scope of Work**

- Describe the resources County staff will be expected to provide to receive the Offeror's services.
- Describe any particular difficulties confronted in past provision of services with similar client populations and how the Offeror addressed and resolved the issues.
- Demonstrate that the Offeror has a clear understanding of key service elements and components necessary to perform the service requirements.
- Discuss the Offeror's approach in managing the services expertly and efficiently.
- Provide a brief overview of the Offeror's safety and security protocols for staff and clients during the provision of services.
- Explain the firm's knowledge of New Mexico laws applicable to financing; familiarity with New Mexico issuers; and demonstrated ability to work with elected officials, personnel and financial advisors.

4. **Capacity and Capability**

- Provide information regarding Professional Legal Bond Counsel Services for General Obligation Bonds capability to meet schedules, administration requirements, and budget responsibilities.
- Explain the experience of the Professional Legal Bond Counsel Services for General Obligation Bonds current workload to the projected workload for the services.
- Describe the firm's capability to provide analysis and recommendations that are independent of interest of other issuers.

C. **COST PROPOSAL (Appendix D)**

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 in Appendix D.

VI. EVALUATION

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. Introduction..... 150 points
- 2. Professional Competence & Specialized Experience..... 400 points
- 3. Evidence of Understanding Scope of Work 300 points
- 4. Capacity & Capability..... 150 points
- TOTAL POINTS 1000 point**

PREFERENCES

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

- 5. New Mexico State Resident Business Certificate:..... **50 points**

Or

- 6. Resident Veteran or Native American Business Certificate:..... **100 points**

And

- 7. Santa Fe County Business Certificate: **50 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement 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.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsive Offerors with the highest scores will be selected as finalist Offerors 'shortlisted' based upon the proposals submitted. If an oral presentation is recommended the 'shortlisted' firms will be provided questions by the Selection Committee for their "Oral Presentations". Each presentation will be evaluated by the Selection Committee. The oral presentation that receives the highest points and 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.11. Only the points from the Oral Presentation will be calculated for most and highest qualified firms. Points from the 'shortlisted' evaluations will only be used if there is a tie resulting from the Oral Presentations. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. Past performance in a project for the County (See Section V.C.3 above) is a significant consideration of the evaluation and poor performance on a prior County project may result in a lower number of points awarded to a proposal for this element of the evaluation.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

**BOND COUNSEL SERVICES
RFP No. 2024-0089-FIN**

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 E.

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than the close of business on **October 31, 2023**. 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.

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

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 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.

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

Print name and title

--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

Print name and title

APPENDIX C

Resident Veterans Preference Certification

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

Please check one box only:

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

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

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

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

“In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans' preference, I agree to report to the State Purchasing Division of the General Services

Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.”

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

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

(Signature of Business Representative) * (Date)

*Must be an authorized signatory of the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires:

**APPENDIX D
PROPOSED FEE SCHEDULE**

A. GENERAL OBLIGATION BONDS

1. \$_____ per \$1,000.00 face amount of the bonds.
2. Any minimum fee or other costs; please indicate and describe: _____

B. REVENUE BONDS

1. \$_____ per \$1,000.00 face amount of the bonds.
2. Any minimum fee or other costs; please indicate and describe: _____

C. SPECIAL ASSESSMENT DISTRICT

1. \$_____ per \$1,000.00 face amount of the bonds.
2. Any minimum fee or other costs; please indicate and describe: _____

D. LEASE-PURCHASE FINANCING

1. \$_____ per \$1,000.00 face amount of the bonds.
2. Any minimum fee or other costs; please indicate and describe: _____

E. CONDUIT FINANCING

1. \$_____ per \$1,000.00 face amount of the bonds.
2. Any minimum fee or other costs; please indicate and describe: _____

F. REQUEST FOR INFORMATION

Requests for information or opinions regarding prior and present bond issues as well as other requests for supplemental services or advice not related to the issuance of bonds or notes at \$ _____ per hour.

G. ARBITRAGE REBATE DETERMINATION

The fee for arbitrage rebate determination will be charged at \$ _____ per bond issue per year that the services are required.

H. DISCLOSURE COUNSEL SERVICES

The fee for any additional service such as the preparation of the preliminary official statement, the official statement and the 10b-5 opinion shall be at the following:

- 1. General Obligation Bonds \$ _____
- 2. Revenue Bonds \$ _____

I. REIMBURSABLE EXPENSES

Out-of-pocket expenses that may include photocopies, long-distance telephone calls, mailings, travel and other similar expenses with prior written approval by the County shall be reimbursed at actual costs upon actual certified receipts provided. The payment shall be made at the receipt amount with no additional mark up. Please list expenses with applicable fees.

_____	_____
_____	_____
_____	_____

PLEASE INDICATE ANY FEES, RATES, COSTS OR EXPENSES NOT LISTED THAT MAY BE CHARGED TO THE COUNTY IN PROVIDING THE REQUESTED SCOPE OF WORK. **ALL FEES SHOULD EXCLUDE GROSS RECEIPTS TAX (GRT).**

APPENDIX E
SAMPLE PROFESSIONAL SERVICES AGREEMENT
WITH _____
TO PROVIDE LEGAL BOND COUNSEL SERVICES

This Agreement is entered into this _____ day of _____ 2023, between Santa Fe County, a political subdivision of the state of New Mexico (the “County”), and [CONTRACTOR’S NAME], [ADDRESS] (the “Contractor”).

Background

WHEREAS, the County requires professional legal Bond Counsel Services for General Obligation Bonds, Revenue Bonds, Special Assessment Bonds, or other bond financing transactions; and

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2024-0089-FIN for the provision of these services; and

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

The Contractor shall provide to the County all necessary bond counsel services with reference to the authorization, sales, and delivery including, but not limited to, the following:

- A. Prepare and deliver to the County financing timetable, all bond resolutions and bond sale resolutions necessary to the issuance of the bonds, as well as all proceedings, transcripts, and minutes that are required to be adopted by the County.
- B. Prepare information for and participate in presentations to rating agencies and prospective bond purchasers as required by the County and attend all meetings of the Board of the County Commissioners at the time of the sales and closings, and additional meetings as required by the County.

- C. Collaborate with County staff, the financial advisor, the investment committee, and underwriters to structure issues that minimize the County's transaction costs and its credit risk and prepare all ordinances, agreements, preliminary offerings statements, official statements, other securities laws disclosure documents pursuant to which bonds will be authorized, secured and delivered.
- D. Coordinate the delivery of the documents and other activities, and plan, coordinate, and manage the pre-closing of bond sales in a manner to assure the timely closing of bond sales and the delivery of funds to the County; prepare and file final transcripts of the proceedings to the issuance of bonds.
- E. Provide to the County continuing information concerning federal, state, and local statutory and regulatory changes, including but not necessarily limited to, arbitrage and other current developments relating to the County's bond issues.
- F. Assist the County in the evaluation of options and alternatives for issuing additional bonds, refunding or calling of outstanding bonds, and new financing techniques, including the delivery of oral and written legal advice on particular projects.
- G. Brief County officials, employees, counsel, and consultants on matters that impact the issuance of the County bond financing. This includes rendering of an opinion and availability for phone consultation on questions of federal and state law, nature and priority of the security of bonds legality of the issuance of the bonds under applicable securities laws, and the tax-exempt status of the bonds.
- H. Review and advise the County regarding bond proceed drawdowns, procedures, and other matters regarding bond project disbursement regulations.
- I. Assist the County Attorney, if requested, in any litigation relating to or in any way affecting the issuance, sale, execution, and delivery of County bonds, notes, or certificates.
- J. Draft state legislation and provide testimony before legislative committees when requested by the County; provide other special advice or opinions requested by the County, relating to the County bond financing.

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 **[USER AGENCY NAME/INDIVIDUAL, ADDRESS AND PHONE NUMBER]**, 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 the last signature by the parties as shown by their signatures below. The term of this agreement shall be four years from the Effective Date, on the same terms and conditions, not to exceed a total of four years.

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: Santa Fe County
Finance Division Department
Attn: YVONNE HERRERA
Finance Division Director
P.O. Box 276
102 Grant Avenue,
Santa Fe, New Mexico 87501

The Contractor: **[CONTRACTOR'S NAME AND ADDRESS]**

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

