

**SANTA FE COUNTY
COMMUNITY DEVELOPMENT
DEPARTMENT**

REQUEST FOR PROPOSALS



REQUEST FOR PROPOSALS

NO. 2024-0106-HA/BT

**FULL-SERVICE DEVELOPMENT
PARTNER TO ASSIST WITH THE
CREATION OF AN AFFORDABLE
HOUSING COMMUNITY IN SANTA FE,
NEW MEXICO**

Commodity Code(s): 91827, 92561, 95296

November 2023

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**I. ADVERTISEMENT
SANTA FE COUNTY
RFP NO. 2024-0106-HA/BT
FULL-SERVICE DEVELOPMENT PARTNER FOR AFFORDABLE HOUSING
COMMUNITY, AKA, NUEVA ACEQUIA**

Santa Fe County requests proposals from qualified vendors or firms to provide full-service development services to assist with the creation of an affordable housing community on County owned land located at Tract B-1, Camino de Jacobo, Santa Fe, New Mexico 87507 (Assessor Parcel Number 58801860). All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals must be received by **2:00PM on Monday, January 8, 2024 at the Santa Fe County Purchasing Division, 102 Grant Avenue, (First Floor), Santa Fe, NM 87501.** The submission of Proposals **will also be accepted electronically** utilizing a DropBox. Please utilize this link to upload your proposal submission.

<https://www.dropbox.com/request/ef8Iw9LCdxFQXpVoUm7D>

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

A MANDATORY Pre-Proposal Conference will be held at **10:00AM on Tuesday December 5, 2023 online via Webex using link provided below or by calling (408) 418-9388 meeting number: 2497 405 1025. Only those that attend the Mandatory Pre-Proposal shall submit a proposal.**

<https://sfco.webex.com/sfco/j.php?MTID=m586b05cff245c33e826cafbf677a5e7b>

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 Bill Taylor, Procurement Manager, 102 Grant Avenue, (First Floor) Santa Fe, New Mexico 87501, or by telephone at (505) 986-6373, or by email at wtaylor@santafecountynm.gov 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 November 12, 2023

II. INTRODUCTION

PURPOSE OF THIS REQUEST FOR PROPOSAL

Santa Fe County (“County”) is seeking proposals from qualified firms (“Offerors”) for the opportunity to develop and operate an Affordable Housing Community located at Tract B-1, Lot 1 and Lot 2, Camino de Jacobo, located 1,200' north of Camino de Jacobo and Airport Road intersection, Santa Fe, New Mexico, 87507 (Assessor Parcel Numbers 58801860) (“Site”). Interested Offerors are encouraged to notify the County of their interest and intent to respond to this Request for Proposal (“RFP”), no later than 15 days prior to the closing date to the Santa Fe County Purchasing Division, 102 Grant Avenue, (First Floor), Santa Fe, NM 87501-. The County will accept proposals from Offerors that includes one or more Phases of development to ensure financial feasibility and the successful securing of funds.

The County’s goals for the Site are:

- a) Construct an affordable housing community-utilizing the maximum density practicable.
- b) Construct and open the housing in the most expeditious way possible, while maintaining high quality design and construction.
- c) Construct a Project that meets or exceeds local and state code and guidelines related to energy efficiency and sustainability.
- d) Construct an affordable housing development that complements the aesthetics and character of the surrounding community and integrates with the surrounding community uses.

The County is issuing this RFP to explore the options of providing either a ground lease, a purchase agreement, or another agreement vehicle to the selected bidder for development of the Site. The property agreement would be documented under a Disposition and Development Agreement (“DDA”) or similar tool, which will establish the legal and financial arrangement between the County and the selected developer to ensure prompt development of the Site with the required improvements and uses. If the Site is sold rather than leased, deed restrictions would be recorded against the Site in a position senior to all financing and other encumbrances to impose use restrictions and other requirements for the Project as a condition of close of escrow.

BACKGROUND

In 2018, the County purchased 6.8 acres of 100% developable, vacant land (zoned Commercial C-2) for the purpose of constructing multi-family rentals. The project team - composed of multiple County offices and coordinated by the Community Development Department (“CDD”) staff and selected consultants - has created preliminary schematic designs for the “Nueva Acequia” affordable apartment community. The project is envisioned to be a 130-unit affordable, multi-family housing development to be located on the Site.

SCOPE OF WORK - OVERVIEW OF SITE

There are no known development constraints vis-à-vis terrain, environmental conditions, or other factors at the site. The selected Offeror will be responsible for mitigating any and all site conditions that may arise.

The County completed the following studies and sites reviews.

- Survey
- Soils testing
- Appraisal
- Architectural plans and studies to date
- Market study
- Preliminary design and engineering estimates for park area
- Easements and other property agreements
- GIS and spatial data

The Offeror will be responsible for any and all future site assessments and studies (as applicable) including but not limited to: soils testing for hazardous materials, due diligence, designing, entitling, financing, building and operating the proposed development on the Site in addition to community engagement activities associated with each phase of development.

Site Characteristics include:

- Lot size – approximately 6.68 acres
- Zoning and Land Use Designation: The Project is currently zoned as Commercial (C-2). The County will coordinate with the developer on all aspects of permitting and regulatory approvals but final permissions/permitting will be the responsibility of the developer.
- Sewer and Ingress, Egress and Utility Easements have been established with adjacent landowners for the Site. Landscape design and cost estimates related to the Sewer Easement Agreement have also been completed. (See Attachment X)
- Phase 1 Environment Assessment has been completed for the Site, which identified no Recognized Environmental Conditions. (See Attachment X)
- A Geotechnical Engineering Services Report (See Attachment X)

SCOPE OF WORK

To ensure a financially feasible Project, the County is providing flexibility to Offeror's as to the manner of Site control, Project Design, and Ownership structure. For Site control, the available options include a long-term ground lease, a purchase of the Site or any alternative means that may be proposed. The property site control will be documented under a DDA, to establish the

legal and financial arrangement between the County and the selected development team to ensure prompt development of the Site with the required improvements and uses.

The County anticipates that the general scope of the successful Offeror team's responsibilities under a lease or a purchase would include, but not be limited to:

- a. Project Planning and Design: The Offeror shall be responsible for all aspects of the Project including pre-development planning and design. The selected Offeror shall be responsible, at its sole expense, for obtaining all land use entitlements and other government approvals.
- b. Construction: The Offeror's team shall be responsible for construction and commission of the Project including serving as the general contractor or retaining a general contractor and obtaining all permits, fees, and approvals necessary for construction of the Project.
- c. Financing: The Offeror shall be responsible for securing funding for the Project, whether it be in the form of debt financing, equity, tax credits or a combination of these methods. If debt financing is used under a leasing scenario, no financial risk or credit risk shall be imposed upon the County or the County's fee-interest in the Site. The County is open to contribute the Site and other resources into the Project.
- d. Lifecycle Maintenance: The Offeror shall be responsible for lifecycle maintenance, including capital refurbishment and replacement, necessary to sustain the Project to the level of operation and occupancy agreed to in the project documents.
- e. Facilities Management Services: The Offeror shall be responsible for the management, maintenance, repair and restoration of all improvements and associated infrastructure and certain furniture, fixtures, and equipment on the Site. The Offeror shall be responsible for providing or selecting a property/asset management provider to provide these and certain other services, such as grounds maintenance, trash removal and parking.
- f. Reserve Accounts: The Offeror shall be responsible for maintaining operating reserve and replacement reserve accounts to be utilized for the benefit of the property and/or residents.
- g. Transfer and Development Costs: The selected Offeror team shall be solely responsible for construction of all improvements. This includes all on-site or off-site improvements and any changes from existing conditions including, but not limited to streets, underground utilities, street lighting, curbs, gutters, street trees, and sidewalks. The Offeror shall also be solely responsible for the cost of any and all impact fees assessed by any agency or government body, title insurance, escrow costs, transfer taxes, parcel or subdivision maps, and any other transfer or development costs.

- h. Insurance: The selected Offeror shall obtain insurance as required.
- i. Taxes and Fees: The selected Offeror shall be responsible for paying all taxes and fees, including any possessory interest taxes that are levied.
- j. Government and Community Relations: The Offeror shall work collaboratively with the County to ensure appropriate outreach and engagement with the neighborhood, as well as with local government officials and agencies.

INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below.

1. General Conditions. The selected contractor (“Developer”) 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. Developer 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 for all activities located in the County. Said policies of insurance shall include coverage for all operations performed for County by Developer; 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. The County shall be a named additional insured on the policy.
3. Workers’ Compensation Insurance. Developer shall comply with the provisions of the Workers’ Compensation Act for all New Mexico employees assigned to the Project.
4. Professional Liability Insurance. The Developer 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, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.
6. Construction Insurance. The Developer shall discuss its expertise in obtaining insurance or requiring a general contractor to provide insurance to cover the risks of damage or loss during the construction and thereafter once the Project is completed, leased up and operating.

DESIGNATED PROCUREMENT MANAGER

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

Bill Taylor, Procurement Manager
Santa Fe County Purchasing Division
102 Grant Avenue, First Floor
Santa Fe, NM 87501
Phone: (505) 986-6373
Email: wtaylor@santafecountynm.gov

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

DEFINITION OF TERMINOLOGY

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

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 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

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

“Contractor” means a successful offeror who enters into a binding contract.

“County” means Santa Fe County.

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

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

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

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

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

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

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

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

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

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

“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 Specialist will make every effort to adhere to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
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1. Issuance of RFP	Purchasing Division	November 12, 13, 2023
2. MANDATORY Pre-Proposal Conference	Owner/Offerors/ Purchasing	December 5, 2023- 10:00AM
3. Acknowledgement of Receipt Form	Offerors	December 6, 2023
4. Deadline to Submit Additional Questions	Offerors	December 8, 2023
5. Response to Written Questions	Purchasing Division	December 15, 2023
6. Submission of Proposal (2:00 PM)	Offerors	2:00PM January 8, 2024
7. Proposal Evaluation Review	Evaluation Committee	January 2024
8. Selection of Finalist	Evaluation Committee	January 2024
9. Oral Presentation by Finalists (if applicable)	Offeror	TBD
10. Contract Negotiations	County, Offeror	TBD
11. Contract Award	Purchasing Division	TBD

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, event 9 may 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 Department and the Purchasing Division.

2. MANDATORY 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 date indicated in the Sequence of Events at Section III.A. **All questions must be in writing and e-mailed to Bill Taylor, Procurement Manager at**

wtaylor@santafecountynm.gov. A public log will be kept of the names of potential offerors who attended the Pre-Proposal Conference.

Attendance to the pre-proposal meeting is mandatory. At least one member of the Respondent or Development Team must attend the Pre-proposal meeting, to submit a proposal.

The Pre-proposal meeting may also be attended via Webex at:

<https://sfco.webex.com/sfco/j.php?MTID=m586b05cff245c33e826cafbf677a5e7b>

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 Wednesday, December 6, 2023.

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 Specialist, listed in Section II.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. Any contact or agreements regarding this RFP with third-parties who have engaged with County to aid in the evaluation and planning of the County land and this RFP is strictly prohibited until the conclusion of the selection process. Engaging in such interactions may result in disqualification. Third parties include but are not limited to: architects, environmental consultants, development consultants, and engineers.***

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, Monday, January 8, 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 in Section II.E. 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. 2024-0106-HA/BT.** **Proposals may also be submitted electronically via Dropbox at the link provided below.**

<https://www.dropbox.com/request/ef8Iw9LCdxFQXpVoUm7D>

Proposals must be delivered to:

Bill Taylor, Procurement Manager
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
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 the Procurement Specialist. This process will take place during the timeframe indicated in the Sequence of Events at III.A. During this time, the Procurement Specialist may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the offerors.**

8. Selection of Finalists (If Applicable)

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

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

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

10. Oral Presentation by Finalists (If Applicable)

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each offeror presentation. All finalist offerors will be contacted to schedule presentations providing a location and instructions for the Oral presentations. Each presentation will be 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 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 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.

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 Procurement Office
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 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.

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 of the contract template attached hereto as Appendix D.

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.

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.

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 performance of the contract with the County whether or not subcontractors are used.

Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement of the previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

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 Specialist. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

Proposal Offer Firm

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

Disclosure of Proposal Contents

Proposals shall not be opened publicly and shall not be open to public inspection until after an offeror has been selected for award of a contract.

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

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

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.

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

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 affected 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.

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.

Governing Law

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

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.

Contract Terms and Conditions

The contract between the County and the Developer will be negotiated and contain the standard contract provisions, terms and conditions set forth in Appendix D.

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 proposal.

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.

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 the Procurement Manager approval.

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 the County's needs adequately. Any change in contractor representative must receive prior County approval.

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.

County Rights

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

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.

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.

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 the offeror should have a valid e-mail address to receive e-mail correspondence.

Preferences in Procurement by Santa Fe County

New Mexico In-state Preference.

New Mexico law, Section 13-4-2 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident contractor**”. Application of a resident contractor preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident contractor. Certificates are issued by the state taxation and revenue department.

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

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

OR

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.

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

OR

Native American Preference.

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, will receive either eight or ten percent equivalent based on whether they are also a veteran-owned business.

AND

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 Manager takes into consideration the business’ corporate standing in the state, business licensure or registration, the duration of the business’ primary office location and the payment of taxes.

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

The 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.

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

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”.

Living Wage

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

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one 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 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 the Appendix D Proposed Fee Schedule.

C. PROPOSAL FORMAT

All proposals shall be limited to twenty-five (25) pages, with exception to professional licenses and certifications, which shall be added as appendices, resumes, and RFP attachments. 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, page numbers, and normal line spacing. Proposals shall be bound with tabs delineating each section.

The submission of Proposals **will be accepted electronically** utilizing a DropBox. Please utilize this link to upload your proposal submission.

<https://www.dropbox.com/request/ef8Iw9LCdxFQXpVoUm7D>

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 (*not included in page limit*)
- b) Response to County Terms and Conditions (*not included in page limit*)
- c) Table of Contents listing, by page number, the contents of the proposal (*not included in page limit*)
- d) Response to Specifications – Evaluation Factors
 - Offer
 - Project Team Experience
 - Development Vision
 - Financial Capacity
 - Project Schedule
 - Exhibits, Attachments, and Appendices
- e) Copy of insurance certificate (*not included in page limit*)
- f) Campaign Contribution Disclosure Statement (*not included in page limit*)

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP under Section V.B. EVALUATION CRITERIA. 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 and attachments and will not be included in the total page count.

1. Letter of Transmittal

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

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

THIS SECTION LEFT INTENTIONALLY BLANK

V. SPECIFICATIONS

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

A. INFORMATION

Time Frame

The contract is scheduled to begin January-February timeframe. Santa Fe County intends on awarding a contract with an initial term of four years.

B. EVALUATION CRITERIA

An explanation of each mandatory specification is listed below. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each. The Offeror must demonstrate that the approach, proposed preliminary design, and conceptual financing plan for the Project would allow the successful design, development, and delivery of the Project. The County recognizes proposals will reflect the Offeror's best faith effort to project costs and timing based on the information provided in this RFP, availability of financing, and final publication of the 2024 New Mexico Qualified Allocation Plan ("QAP").

1. Offer

Offeror shall provide a detailed proposal that includes, but is not limited to:

If a ground lease is proposed:

1. Projected total amount of ground lease payments, including a proposed rent schedule for the term of the lease.
2. Anticipated frequency of rent payments.
3. Term of the lease.
4. Timing for the commencement of rent payments and contingencies associated with the proposed timing.
5. Periodic adjustments to the rent and the method of calculating the adjustment.
6. Due diligence and preconstruction timeframe.

If a purchase of the Site is proposed:

1. Total purchase price offered for the Site.
2. Terms of the sale.
3. Due diligence and preconstruction timeframe.

The County welcomes proposals from Offerors that include a range of housing solution types to support the affordable rental development; this includes but is not limited to mixed-

use and mixed-income. The County will also consider proposals that include serving households earning up to 120% of the Area Median Income (“AMI”) or AMI standards as may be adjusted in accordance with the New Mexico Affordable Housing Act and Act Rules.

The Santa Fe County Housing Authority (“SFCHA”) created a Limited Liability Company (“LLC”) for the purpose of developing and owning the land. While this is not a requirement of the Ownership structure, the County welcomes proposals from Offeror’s who can offer creative ownership structures to include the formed LLC, particularly as to ventures which utilize the SFCHA’s or County’s exemption from property and/or sales tax as a public works project and affordable housing project.

2. Project Team Experience

- Identify the Offeror’s entity's name, street address, mailing address (if different), telephone number, and e-mail address.
- Specify the legal form of the organization (e.g., corporation, partnership, joint venture, other), and
- identify persons with the authority to represent and make legally binding commitments for the Offeror. Identify the principal point of contact for the Offeror and that person’s relevant experience.
- Identify other members of the development team including consultants, architects, engineers, contractors, financial or equity partners, lenders, and any known participating entities.

Offeror must have sufficient staff and/ or consultant resources to deliver the proposed project. Describe Offeror’s experience as listed below. Provide supportive attachments as applicable:

- i. Mission Statement
- ii. Past activities/experience
- iii. Administrative structure/organizational chart – identify the roles of each team member that will be responsible for working on this Project, including employee or consultant status.
- iv. Diversity, Equity, and Inclusion Statement and/or governing practices/policies
- v. Describe the degree in which Offeror integrates Diversity, Equity and Inclusion within the organization, including but not limited to; workplace values, hiring and training practices, executive leadership, Board of Directors, etc.

Describe Offeror’s technical capacity. Describe the project team’s experience, including but not limited to; acquisition, sale, rehabilitation, construction, management and/or support services. Describe your organization’s ability to deliver high quality services to the target resident population.

- i. Attach resumes of staff specifically assigned to this project. Include the credentials of the development’s team members, including relevant experience

for each team member, a description of their previous projects and their roles in the referenced projects.

- ii. Include a list or description of the Offeror's ability to successfully develop and manage the real estate component of the project.
- iii. Demonstrated experience with 4% and/or 9% LIHTC projects, other funding for affordable housing projects, as applicable (such as National Housing Trust Fund, federal HOME Program, federal CDBG, or similar state/local programs or grants used to fund affordable housing projects such as the Project at issue) and specific reference to central, Northern New Mexico development, if applicable.
- iv. Completion of Attachment A- Development Experience Form
 - Detail the decision-making process among the members of the team.
 - Describe how the Offeror and its team will interact with the County on the Project.
 - Describe how often and through what method (in person meeting, conference calls, MS Teams, etc.) the Offeror will interface with the County throughout the pre-development and development process.

Extra points will be awarded for Development Teams with the following:

- Previous experience working with local trades, general contractors, and vendors, generally hired to develop affordable housing communities- 3 points
- Experience developing commercial and community spaces- 2 points

It is expected that the Development Team will remain unchanged for the duration of their specific scope and/or Project. Any modification of the Development Team must be approved by the County. Failure to receive approval prior to the change may result in disqualification or cancellation of the award.

3. Development Vision

Provide a narrative description regarding the Offeror's vision for the Site. Offeror should propose to develop the Site to its full potential consistent with applicable zoning and design guidelines while also addressing the County's goals.

The Project narrative shall provide a high-level summary of the proposed development and architectural concept including development location, the existing use of the site and proposed development/design including green building and

sustainability features, building height, number of stories, number of units, unit types, development amenities, population to be served, type of supportive services provided with plan to provide services (if applicable), and extent to which the development will involve community organizations and partnerships. Also include program goals/objectives as applicable.

Describe how parking will be integrated into the plan and the proposed number of spaces and their location. Please also describe how this number was reached and whether it will adequately serve the use(s) on the Site as required by zoning. Extra points will be awarded to Project who incorporate the following into their development vision:

- Tenant preference for Section 8 voucher holders- 2 point
- Incorporation of environmentally sustainable development practices and green building components that exceed current requirements and/or standards achievable within the Project budget.
- Leveraging of existing predevelopment studies, site designs and concepts- 6 point
- Submittal of a conceptual development package that includes, at a minimum, a conceptual site plan/ground floor plan, stacking plans, elevations, and context/perspective order to convey the overall design intent of the Project. All items listed must be included to receive points.
 - i. Site Plan/Ground Floor Plan: Provide a centered development site plan documenting buildings, streets and projects/land uses within 300 feet of the Site.
 - ii. Stacking Plan: Provide architectural stacking plan(s) for each unique building. Stacking plan(s) should provide a block elevation view of the proposed space type usage, defined by either square footage or a percentage of the overall floor area, for each floor within each unique building
 - iii. Elevations: Provide architectural exterior elevations for each unique building (indicating the number of buildings represented by each elevation).

4. Financial Capability

The Offeror shall provide a narrative describing the Offeror’s proposed approach to financing the Project. The narrative shall include a timeline of securing the proposed funding, the projected “capital stack” for the Project, and identify any perceived challenges to financing the Project and proposed innovations to meet those challenges. The Offeror shall include in the narrative the most significant risks to the County and the Offeror with respect to financing the Project and how those risks can be addressed, mitigated, or allocated. The narrative shall also include:

- The name of the entity or entities responsible for financing the Project.
- The estimated total cost of the Project.
- The sources of funding (e.g. private equity, tax credits, bonds, commercial loan, bond financing, deferred developer fees, etc.).
- The estimated amount to be financed.
- The precautions that will be taken to ensure no financial risk or credit risk to the County is incurred based upon the manner of financing the Project.
- The Offeror shall also provide a pro forma that shows the basic details of the Project and unit mix, sources and uses of funds, development costs, income statement, and cash flow statement. The pro forma should include, but is not limited to:
 - An all-in development budget including all direct, indirect, and financing costs, that clearly specifies key assumptions and how calculations are made, including from pre-development up to, and including, stabilized operation.
 - A stabilized year operating statement detailing assumptions for all sources of income, a vacancy factor, detailed operating expense budget including proposed lease payment (if applicable), net operating income, capital reserves, debt service, and equity returns.
 - A sources and uses table during pre-development, construction, and permanent phases of the Project.
 - A clear statement regarding the Offeror’s profit/return requirement and how it is calculated.
 - A long-term operating cash flow (15 years).

The County acknowledges the financing plan and projected costs are preliminary and subject to change. Offeror is to submit an informed financing capability narrative and pro forma based on their proposed development schedule and design.

5. Project Schedule

The County's goal is to award an Offeror who can develop, oversee the construction of (or construct itself) and open the residential multi-family housing at the Site in the most expeditious way possible, while maintaining high quality design and construction. Provide a narrative and graphical timeline of the anticipated schedule for the Project. The schedule should recognize the time involved in finalizing the DDA, ground lease (if applicable), receiving Project entitlements, designing the Project, financing the Project to include the submission of a LIHTC application by end of year 2025, commencing construction, completing the construction, and lease up period.

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:

Evaluation Scoring Elements	<u>Points</u>		<u>Maximum Points</u>
Offer	50		50
Project Team Experience	60		60
Development Vision	60		60
Financial Capacity	60		60
Project Schedule	50		50
Total Points	280		280

1. Preferences

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

Preference Category	Total Points
Proposal contains a valid N.M. Resident Business Certificate; OR	14
Proposal contains a valid Resident Veteran/Native American; AND	28
Proposal contains a valid Santa Fe County Business Certificate	14

EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All 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 using the factors in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
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.

VII. Exhibits and Attachments

The following Exhibits have been included for informational purposes only. **Prospective offerors are prohibited from speaking to the entities responsible for creating the attached Exhibits for the purpose of this RFP. All communication and/or questions must be related to the Exhibits or the RFP must be directed to Procurement Manager.**

Site Information

- Exhibit A: Preliminary Schematics Design
- Exhibit B: Phase 1 Environmental Study
- Exhibit C: Market Study
- Exhibit D: Site Survey Plan
- Exhibit E: Property Appraisal
- Exhibit F: Soil Analysis
- Exhibit G: Landscape Design and Cost Estimate for Walking Path/Park

Appendices and Attachments

To be completed and returned with response. These do not count toward total page count. Attachments must be labeled and numbered if they include multiple pages.

- Appendix A: ACKNOWLEDGEMENT OF RECEIPT FORM
- Appendix B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM
- Appendix C: RESIDENT VETERANS/NATIVE AMERICAN PREFERENCE CERTIFICATION
- Appendix D: COUNTY'S STANDARD TERMS AND CONDITIONS
- Attachment A: DEVELOPMENT EXPERIENCE FORM

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT FORM
RFP NO. 2024-0104-HA/BT
FULL-SERVICE DEVELOPMENT PARTNER FOR AFFORDABLE HOUSING
COMMUNITY, AKA, NUEVA ACEQUIA**

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 Specialist no later than close of business on **(enter date due)**. 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.

Bill Taylor, Procurement Manager
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, New Mexico 87501
Phone: (505) 986-6373
Email: wtaylor@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
RESIDENT VETERANS/NATIVE AMERICAN 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 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 _____, 2020.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

APPROPRIATIONS AND AUTHORIZATIONS

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

INDEPENDENT CONTRACTOR

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

ASSIGNMENT

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

SUBCONTRACTING

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

PERSONNEL

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

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

RELEASE

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

CONFIDENTIALITY

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

PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

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

to this Agreement.

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

CONFLICT OF INTEREST

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

NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

ENTIRE AGREEMENT; INTEGRATION

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

NOTICE OF PENALTIES

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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

COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

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

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

RECORDS AND INSPECTIONS

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

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

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

INDEMNIFICATION

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

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

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

SEVERABILITY

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

NOTICES

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

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

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

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

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

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

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

FACSIMILE SIGNATURES

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

NO THIRD-PARTY BENEFICIARIES

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

INSURANCE

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

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

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

PERMITS, FEES, AND LICENSES

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

NEW MEXICO TORT CLAIMS ACT

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

SURVIVAL

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

ATTACHMENT A

Development Experience Chart

Name of Offeror: _____

List below residential properties developed with similar scope within the preceding ten (10) years preceding the deadline submission *use additional pages or attachments as needed. Use the abbreviations below to complete the chart.

Project Name	Address	Project Type	Status	Total # of Units	Populations Served	Total Development Cost	Year Completed	Offeror Role	Funding Sources
Affordable Housing Project	123 Road Street City, State, 00000	AH	Op	100	Seniors, Families w/ Children	30,000,000	2022	O, PM, SP	4%, PBV, MFA, HUD

Project Type	Status	Offeror Role	Funding Sources
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ATTACHMENT A

AH=100% Affordable, MR=Market Rate, MU= Mixed Use MI= Mixed Income	Op=In Operation PD= Predevelopment UC= Under Construction CM= Converted Market	O= Owner PM= Property Manager S= Service Provider D= Developer	4% or 9%= Low Income Housing Tax Credits PBV= Project Based Vouchers MFA= NM Mortgage Finance Agency HUD= US Housing and Urban Development O= Other** (please provide other)
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