

SANTA FE COUNTY
SANTA FE COUNTY MANAGER
REQUEST FOR PROPOSALS



SANTA FE COUNTY

**Payment by Debit/ Credit Card or Electronic Transfers
Services**

NM Commodity Code 94670

JANUARY 2025

2025-0201-FIN/JL

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I. ADVERTISEMENT

Payment by Debit/ Credit Card or Electronic Transfers Services
2025-0201-FIN/JL
(NM State Commodity Code 94670)

Santa Fe County (the “County”) is soliciting proposals to provide payment for services by debit or credit card or electronic transfers for County departments. The County seeks a contractor to provide the services of debit/ credit card or electronic transfer for payment and processing to County departments in accordance with the services stated in RFP No. 2025-0201-FIN/JL.

All proposals submitted shall be valid for 90 days subject to action by the County. Santa Fe County reserves the right to reject any or all proposals in part or in whole. A completed proposal must be submitted in a sealed container indicating the proposal title and number along with the offeror’s name and address clearly marked on the outside of the container. **All proposals must be received by 2:00 pm on February 27, 2025, at the Santa Fe County Purchasing Division, 102 Grant Avenue (First Floor), Santa Fe, NM 87501.** By submitting a proposal for the requested services each offeror is certifying that its proposal complies with regulations and requirements stated in the RFP.

<https://www.dropbox.com/request/g8XKmgJDGDxUM7JZxTd2>

A pre-proposal conference will be held on **Thursday, February 6, 2025, at 10:00 am at the Santa Fe County Agua Fria Conference Room, 102 Grant Avenue (Second Floor), Santa Fe, NM 87501. Attendance at the pre-proposal conference is not mandatory but strongly recommended.**

<https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting> Meeting ID: 237 075 114 835

Passcode: Hs2AG3gA

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

The RFP will be available by contacting Jack Love Procurement Specialist Senior at 102 Grant Avenue (First Floor Floor), Santa Fe, New Mexico 87501, by telephone at (505)-986-6209 or by email at Jalove@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.

Santa Fe County
Purchasing Division

Advertised: January 27, 2025

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Santa Fe County (the “County”) is soliciting proposals to provide the services of debit or credit card or electronic transfers for payment, for several County departments. The County seeks a Contractor to provide debit or credit card acceptance and processing for multiple County departments in accordance with the Scope of Services below. Although the County makes no guarantee as to the volume or value of payments to be processed, the chart below provides information on the County’s current payment processing volume and value. Only a portion of property taxes are currently collected by payment card.

Type of Payment	January 2024 - December 2024		
	Payment Count	Amount	Average \$/Payment
Over the County Property Tax Payments	99,941	\$ 144,667,092.60	\$ 1,447.52
Online Payment Card Property Tax Payments	22,843	51,032,355.67	2,234.05
Property Tax Payments to County Treasurer - Lockbox	25,308	55,305,800.50	2,185.31
Solid Waste Permits	4,673	357,727.71	76.55
Utility Payments	5,730	11,648,463.90	2,032.89
Business Licenses	1,682	77,443.74	46.04
Land Use Permits	1,339	1,500,139.94	1,120.34
Clerks Fees	2,494	695,170.58	278.74
Housing Rental Payments	2,072	1,245,954.99	601.33
*Other	3,315	4,497,994.76	8,593.19
Affordable Housing Fees	36	309,849.00	8,606.92
Lodgers Tax	624	2,603,824.25	4,172.80
Sheriff Records Fees / Alarm Permits	93	2,800.00	30.11
Ambulance Fees	635	1,657,681.09	2,610.52
Animal Control Citation / Impound Fees	125	17,585.00	140.68
Sheriff Court Filing Fees / Records Fees	554	40,869.00	73.77
DWI Compliance and Screening Fees	381	68,873.00	180.77
Fire Code Fees	72	8,680.00	120.56
IPRA	11	530.31	48.21
Map/Digital Sales	234	10,952.93	46.81
Miscellaneous Inspections, Reviews, Etc	1	100.00	100.00
Teen Court Fees	60	1,990.00	33.17
Community Center Rentals	34	31,580.00	928.82
Senior Services	491	52,529.18	106.98
Total Cash Receipts (excludes Gross Receipts Tax distributed from State of New Mexico)	169,397	\$ 271,028,144.39	\$ 18,615.97

Chart of Santa Fe County Incoming Payment Details for Calendar Year 2024

B. SCOPE OF SERVICES

All qualified institutions are invited to submit a proposal. Institutions responding to this RFP must be able to demonstrate a capacity to meet the County’s requirements as stated in the Scope of Services.

The Contractor will:

1. Provide options for County departments to accept debit or credit card or electronic transfer for payments by point of sale, mobile, online, kiosk, Interactive Voice Response (IVR), touch-tone response and bill presentment and payment. These payments will be required to be processed through the same payment portal and transmitted to the County's fiscal agent bank for deposit. Payment card options should include credit, debit and e-check options. Functionality should include "shopping cart" functionality to bundle multiple payments owed by various County departments.
2. Host a secure administrative website where payment card transaction data is accessible to the County Treasurer and other County staff for payment history, monthly reporting and daily payment listings in order to reconcile payments being uploaded to the County's general ledger accounting system (CentralSquare (NaviLineHTML5)).
3. Provide a secure payment site capable of providing customer refunds directly to the card that was used for payment.
4. Provide all customer interfacing in English and the Spanish language.
5. Build and host a secure payment website/portal that is not located on the County's network (vs server) and that is fully compliant with all Payment Card Industry-Data Security Standards (PCI-DSS). The site must have a customized look and feel that integrates with the County's website (www.santafecountynm.gov).
6. Provide a system that interfaces with the County's financial system in real time or batch processing to allow the Contractor to pull accurate profile information and balance data from CentralSquare. The County is in the preliminary stages of issuing an RFP for a new ERP (Enterprise Resource Planning) software system. Implementation may involve the County's current accounting system and require interfacing to a new ERP software system at a later time.
7. In addition to the County's financial system, additional interfaces may be required with other 3rd party systems used by County departments for programmatic operations.
8. Provide approved County staff the online capabilities of voiding same day transactions that are made in error or have been requested by the customer that they be voided via a secure and separate portal that requires additional permissions and authentication to access.
9. To aid in the success of each deployment, the contractor will provide professional services for project management, systems integration and payment optimization and will work with the County to provide an easy transition and implementation process.

C. QUALIFICATIONS

Contractor must be Payment Card Industry-Data Security Standards (PCI-DSS) Certified.

D. INSURANCE REQUIREMENTS

1. General Conditions. Contractor must submit evidence of insurance. Policies must be written by companies authorized to write such insurance in New Mexico.
2. General Liability Insurance, Including Automobile. Contractor must maintain during the term of the contract a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County must be named additional insured on the policy.
3. Workers' Compensation Insurance. Contractor must comply with the provisions of the Workers' Compensation Act.
4. Professional Liability Insurance. The Contractor must maintain during the term of the contract professional liability insurance.
5. Increased Limits. If the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, §41-4-1, as amended), the Contractor shall increase the maximum limits of any insurance required above.

E. PROCUREMENT MANAGER

The County Procurement Manager has designated Jack Love, Procurement Specialist Senior who is responsible for this procurement and whose name, address and telephone number are listed below. All deliveries by express carrier should be addressed as follows:

Jack Love
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, New Mexico 87501
(505) - 986-6209
jalove@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County. Any contact with other County employees or elected officials during the procurement process (until an agreement has been approved and signed by all parties) may be grounds for disqualification of a proposal.

F. DEFINITION OF TERMINOLOGY

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

“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 given date.

“Contract” or “Agreement” means the resulting written agreement that contains the terms and conditions for the services that are the subject to of this RFP.

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

“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 proposals.

“Finalist” is defined as an offeror who meets all the mandatory specifications of this RFP 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 a proposal.

“Offeror” is any person, corporation, or partnership that 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 Division of the 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 RFP. Material respects of a RFP include without limitation, price, quality, quantity or delivery requirements.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue RFP	Purchasing Division	January 27, 2025
2.	Pre-proposal conference 10:00 AM MDT	Owner/ Purchasing Offerors	February 6, 2025
3.	Acknowledgement form due	Offerors	February 6, 2025
4.	Deadline to submit additional questions	Offerors	February 10, 2025
5.	Response to written questions	Purchasing Division	February 14, 2025
6.	Submission of proposal 2:00 PM MDT	Offerors	February 27, 2025
7.	Proposal evaluation	Evaluation Committee	March 10-14, 2025
8.	Selection of finalists	Evaluation Committee	March 17, 2025
9.	Best and final offers from finalists	Offeror	March 20, 2025
10.	Oral presentation by finalists	Offeror	Week of March 31- April 4 2025
12.	Finalize contract	County, Offeror	April , 2025
13.	Contract award	Purchasing Division	April , 2025

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, events 8-10 will not apply.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

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

2. Pre-Proposal Conference

A Pre-proposal conference will be held on the date indicated in the Sequence of Events (see Section III.A. above). Your attendance is **strongly recommended**. Questions may be submitted at the Pre-proposal conference and after until the date indicated in the Sequence of Events. All questions must be submitted in writing. A public log will be kept of the names of potential offerors that attended the pre-proposal conference. The pre-proposal conference is not mandatory but strongly recommended.

3. Acknowledgement of Receipt Form Due

A potential Offeror should hand-deliver, return by e-mail the Acknowledgement of Receipt form" (see Appendix A) to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on the date indicated in the Sequence of Events in Section III.A. above. The procurement distribution list will be used for the distribution of written responses to questions and any 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 above. All written questions must be addressed to the Procurement Manager and sent by e-mail. **Any contact during the procurement, prior to a contract award with any elected official or other county staff member other than the Procurement Manager 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 above to all potential Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Manager no later than one day after the answer(s) or addendum was issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. (MOUNTAIN DAYLIGHT TIME) ON February 27, 2025. 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 above. The proposal must be sealed and labeled on the outside of the package to clearly indicate that it is being submitted in response to the RFP and refer to the RFP number and title. Proposals submitted by electronic means will not be accepted. Drop box link is <https://www.dropbox.com/request/g8XKmgJDGDXuM7JZxTd2>

Proposals must be delivered to:

Jack Love, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, New Mexico 87501
(505) -986-6209
jalove@santafecountynm.gov

A public log will be kept of the names of all offerors that submit proposals. Pursuant to NMSA 1978, §13-1-116, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by the Evaluation Committee. This process will take place during the time indicated in the Sequence of Events above. 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 WILL NOT be initiated by 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. 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.

10. Oral Presentation by Finalists (If applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 102 Grant Ave (Second Floor in the Agua Fria Room), Santa Fe, New Mexico, unless notified otherwise. Each presentation will be limited to one hour. NOTE: The scores from the proposal evaluation will only carry over to the oral presentation evaluation in the case of a tie score after the oral presentations.

11. Contract Negotiations

The contract will be finalized with the most advantageous Offeror during the time indicated in the Sequence of Events. 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. These dates are subject to change at the discretion of the Procurement Manager.

The contract will be awarded to the Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, §13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the RFP number. It must also contain a statement of the grounds for the protest including appropriate supporting exhibits. A written protest must be delivered to the Santa Fe County Purchasing Division:

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

Protests will not be accepted by electronic means. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico State Procurement Code and the Santa Fe County Purchasing Regulations and Policy Manual.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the terms and conditions in the sample contract attached as Appendix D.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contract that may result from this RFP will specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the offeror's proposal. Subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used.

5. Amended Proposals

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

6. Offerors' 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 authorized representative and addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for 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.

8. Disclosure of Proposal Contents

Proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public. Any information or document in a proposal that an offeror considers to be proprietary or confidential data to the offeror must be labeled as such and readily separable from the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization, or information that constitutes a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1. The price of products offered or the cost of services proposed, will not be designated as proprietary or confidential information.

If a request is received for disclosure of records or information in a proposal and for which an offeror has indicated is proprietary or confidential to the offeror, the Santa Fe County Procurement Manager will inform the offeror as soon as practical and it will be the offeror's obligation to seek a protective order or otherwise prevent the disclosure of the offeror's proprietary or confidential information. Unless the offeror takes legal action to prevent the disclosure the contents of the proposal will be disclosed.

9. No Obligation

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional service until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and proposals may be rejected in whole or in part when the Procurement Manager determines such action to be in the best interest of the County.

11. Sufficient Appropriations

Any contract awarded as a result of this RFP may be terminated if sufficient appropriations or authorizations are not made or exist. The contractor will be notified in writing of a termination of the contract due to lack of appropriations or authorizations. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions; Exceptions

The contract between the County and the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix D. The County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in the sample contract or this RFP.

Should an Offeror object to or take exception to any of the terms and conditions contained in Appendix D, the Offeror must propose specific alternative language. The County may or may not accept the alternative language. General objections to the terms and conditions without proposing alternative language, or attempts at wholesale substitutions will result in disqualification of an Offeror's proposal.

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

16. Contract Deviations

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

17. Offeror Qualifications

The Evaluation Committee may engage in investigations as necessary to determine the ability of an 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 NMSA 1978, §13-1-83 and §13-1-85, subject to Procurement Manager approval.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities if doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee subject to Procurement Manager approval.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, 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 procurement process and contract term, potential Offerors 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 RFP will become the property of the County. However, any technical or user documentation submitted with a proposal of a non-selected offeror will be returned after the expiration of the protest period.

24. Electronic Mail Address Recommended

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

25. Preferences in Procurement by Santa Fe County

a. *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**” or “**native American resident contractor**”. Application of a resident or native American contractor preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident or native American 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 or native American resident contractor certificate, 8% 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 or native American 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 or Native American 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" or "native American resident veteran contractor". Certification by the department of taxation and revenue for the resident veteran business and native American resident veteran requires the Offeror to provide evidence of annual revenue and other evidence of veteran and native American status.

An Offeror who wants the veteran or native American 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 or native American resident contractor preference is not cumulative with the resident veteran or native American resident veteran contractor preference.

AND

b. Santa Fe County Preference

Santa Fe County Ordinance 2012-4 provides for a County preference for a "Santa Fe County business." Application of the County preference in procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business' corporate standing in the state, business licensure or registration, the duration of the business' primary office location and the payment of taxes. If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The 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 bids/ proposal documents must be double-sided pursuant to Santa Fe County Resolution No. 2013-7 (Adopting Sustainable Resource Management Principles) “[A]ll 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 must 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 will submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

Offerors will deliver one original and five copies of their proposal to the location specified in Section II, paragraph E, on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

Proposals are limited to 25 pages except for professional licenses and certifications which can be attached as appendices. Proposals must be typewritten on standard 8 1/2 x 11 paper, with a font no smaller than 12 pt. pitch, with nominal 1” margins and normal line spacing. Proposals will be placed within a binder with tabs delineating each section. Please utilize this link to upload your proposal submission: Drop box link is <https://www.dropbox.com/request/g8XKmgJDGDxUM7JZxTd2>.

1. Proposal Organization

The proposal must be organized and indexed in the following format and contain all items in sequence as indicated:

- a) Letter of Transmittal - Not included in page limit.
 - b) Table of Contents - Not included in page limit.
 - c) Proposal Summary (optional) - Not included in page limit.
 - d) Response to Criteria factors (limited to 25 pages)
 - e) Appendices (PCI-DSS, statements, certifications/licensing, resumes, insurance, sample reports, etc.)- Not included in page limit.
-
- a) Offeror’s Cost Proposal –(in a separate sealed and marked envelope) - 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. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. **All discussion of proposed costs, rates or expenses must occur only in Volume II, Binder 2.**

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected.

The proposal summary may be included by Offerors to provide to 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 proposal.

Offerors may attach other materials that they feel may improve the quality of their responses, however, these materials should be included as separate appendices.

2. Letter of Transmittal

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

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles, email address and telephone numbers of persons to be contacted for clarification;
- e) Expressly 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 contract (see Appendix D).

THIS SECTION LEFT INTENTIONALLY BLANK

V. SPECIFICATIONS

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

A. INFORMATION

Performance of the contract is scheduled to begin in or around _____. The County intends to award a contract for four years.

B. EVALUATION FACTORS

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

1. Introduction

- Provide a brief introduction and overview including history and background of firm's experience of servicing and processing payment by debit card/ credit card or electronic transfer..

2. Technical Competence and Specialized Experience

- Describe your ability to capture specialized remittance data elements specified by each County department needed to post customer payments.
- Describe your ability to interface with CentralSquare software and 3rd party systems.
- Explain how you will manage chargebacks and refunds. How will each occurrence be reported to the County?
- Describe the process and your ability to provide the County with daily transaction reports using a single reporting system across all payment types and services.
- Describe the daily and monthly reconciliation reports available to the County, as well as the delivery methods and standard delivery time for such reports.
- Describe how multiple merchant numbers are reported and the flexibility afforded the County for customizing the reports.
- Provide sample statements and reports that would be provided to the County; relative to the needs described by the County in the scope of services (e.g., merchant account statements, etc.) Indicate how these reports are provided to the County (e.g., online, mail, e-mail, etc.)
- Describe your commitment and accessibility to provide the County and cardholders with quality customer service and your ability to resolve any issues related to service delivery.
- Describe any regular or on-going service or training opportunities and how such service/training is accessed (e.g., online, hosted calls, in-person seminars, etc.)
- Identify if you offer card processing or hire a third-party processor. Identify third party processors.
- Identify if you can process transactions with our existing equipment, software and gateways. If not, identify which components will need to be changed and any associated costs.
- Identify your established service levels for system availability.

- Describe your local backup or redundant systems.
- Describe your payment card industry data security standards (PCI DSS) compliance status, program and how you maintain your compliance with PCI DSS standards. Have you been certified as compliant by a third-party assessor?
- Describe your role in supporting merchant PCI DSS compliance and how you help the County maintain its compliance.
 - Provide most recent PCI audit for review

3. Evidence of Understanding Scope of Services

- Provide a sample timeline of how payment by debit/ credit card or electronic transfer services would be employed for a County department from the time the department makes the request for services, until the time services are implemented.
- Describe cut off times for merchant deposits.
- Describe the resources County staff will be expected to provide to receive Offeror's services, including but not limited to staff time, equipment, purchase and lease, etc.
- Describe the merchant card training process regarding:
 - Initial new merchant card training
 - On-going training
 - Updates and dissemination of industry-related rules or regulatory changes

4. Capacity and Capability

- Do you have the capability to electronically deposit payments nightly via automated clearinghouse (ACH) directly to the bank account designated by the County? Describe the process.
- Provide your overall service capabilities regarding merchant services, including a description of delivery of these services to other New Mexico-based and non-New Mexico based public entities.
- Provide the resumes of key personnel and what roles they will perform in providing services to the County under the contract.
- Provide an organizational chart for your company and include an issue escalation process for problem resolution.
- Describe in detail your ability and willingness to build and host a payment card acceptance website that is not housed on the County's network.
- Demonstrate your ability to develop a payment card website customized to have the look and feel of the County's main website, www.santafecountynm.gov.
- Demonstrate your ability to provide access to online payment management tools to enable the County to administer all e-payments such as voids, credits, adjustments, reporting, customer service and verifications in real-time.
- Describe your experience with the CentralSquare (NaviLineHTML5) system, the general ledger accounting system used by the County.
- Describe the process used to ensure a seamless real-time interface with the County's CentralSquare system and other 3rd party systems.
- Describe your capabilities to provide all customer-interfacing materials in English and Spanish.

- Demonstrate your ability to provide a toll-free, Interactive Voice Response (IVR) system to assist customers with making payments online or by phone.
- Demonstrate your ability to accept payments by Discover, MasterCard, Visa and American Express, and other debit or credit card associations.

C. Cost Proposal Specifications:

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 must provide a comprehensive listing of all relevant purchase and lease prices for merchant equipment and any other equipment, hardware, or materials that must be purchased or leased in order to achieve the Scope of Services of the RFP. Offeror's cost proposal must contain a comprehensive listing of all fees to be paid by cardholders and by the County, including all charges and fees including fees for set-up, processing, chargebacks, monthly service, statements, rejections, authorization, verification, compliance, and foreign exchange. Any fees not mentioned by an Offeror and included in the final written contract will not be required.
- Offeror's may propose a tiered cost structure depending on the volume of credit card payments accepted per fiscal year by the County. As volume increases, The County anticipates the Offeror would provide the advantage of a more competitive pricing.

VI. EVALUATION

A. EVALUATION SCORING

The Evaluation Committee will evaluate the content and substance of the Offeror’s response to each evaluation factor and assign a numerical score not to exceed the maximum allowed score for that factor. The amount of discussion for each factor is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee.

Proposals will be scored based upon the Evaluation Committee’s review and consideration of the Offeror’s response to each Evaluation Factor.

1. Introduction	<u>100</u>
2. Technical Competence and Specialized Experience	<u>300</u>
3. Evidence of understanding Scope of Work	<u>300</u>
4. Capacity and Capability	<u>300</u>
5. Cost Proposal	<u>200</u>
 TOTAL (before preferences)	 <u>1000</u>

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.

1. Proposal contains a valid N.M. Resident Business Certificate..... **80 points**

OR

2. Resident Veteran Business Certificate**100 points**

AND/OR

3. Santa Fe County Preference Certificate **50 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.17.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will not be added to the previously assigned points to attain final scores, except in the case of a tie. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM
Payment by Debit/ Credit card or Electronic Transfer Services
RFP #2025 -201-FIN/JL

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

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

Jack Love, Procurement Specialist Senior Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, New Mexico 87501
(505) -986-6209
jalove@santafecountynm.gov

APPENDIX B CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 1978, §13-1-28, et seq., 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 NMSA 1978, §13-1-181, or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, §13-1-182, of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt

incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C
Resident Veterans Preference Certification

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

Please check the box below:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 allows 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 representation made in checking the box 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 _____, 20____.

NOTARY PUBLIC

My Commission Expires:

**APPENDIX D
SAMPLE SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND**

This Agreement is entered into this ____ day of _____ 20____, between **Santa Fe County** (the “County”), and , (the “Contractor”).

Background

WHEREAS, ; and

WHEREAS, and

WHEREAS,; and

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

NOW, THEREFORE, the parties agree as follows:

Agreement

1. CONTRACTOR’S SERVICES

2. ADDITIONAL SERVICES

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

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

3. COMPENSATION, INVOICING AND SET-OFF

A. The total compensation payable to the Contractor for the term of this Agreement will not exceed \$ _____, of NM GRT.

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

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

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

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

4. EFFECTIVE DATE AND TERM

This Agreement will become effective on the date of last signature by the parties and will terminate _____ from that date, unless earlier terminated under section 5 (Termination) or 6 (Appropriations and Authorizations).

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 for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright.

13. CONFLICT OF INTEREST

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

14. AMENDMENT

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

15. ENTIRE AGREEMENT; INTEGRATION

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

16. NOTICE OF PENALTIES

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

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by federal, state, local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor must not discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race,

age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

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

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

19. RECORDS AND INSPECTIONS

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

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

20. INDEMNIFICATION

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

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

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

21. SEVERABILITY

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

22. NOTICE

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

The County:

The Contractor:

23. CONTRACTOR REPRESENTATIONS

The Contractor represents that:

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

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

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

24. FAX OR ELECTRONIC SIGNATURE

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

25. NO THIRD PARTY BENEFICIARIES

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

26. CONTRACTOR'S INSURANCE

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

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

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

27. PERMITS AND FEES

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

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1.

29. CAMPAIGN CONTRIBUTION DISCLOSURE

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

30. CONTRACTOR'S AGENT FOR SERVICE OF PROCESS

The Contractor appoints _____, as its agent for service of process. The Contractor acknowledges that service on the agent will have the same effect as though the Contractor were

personally served within the state of New Mexico.

31. SURVIVAL

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

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

SANTA FE COUNTY

Date

Approved as to form:

Walker Boyd
Santa Fe County Attorney
Date

CONTRACTOR -

Signature Date

Print name and title