

**SANTA FE COUNTY
ATTORNEY'S OFFICE**

REQUEST FOR PROPOSALS (RFP)



LEGAL SERVICES

Multiple Awards

NM Commodity Code(s): 98174 and 96149

RFP NO. 2025-0271-ATT/BM

April 2025

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**I. ADVERTISEMENT
LEGAL SERVICES
Multiple Awards
RFP No. 2025-0271-ATT/BM
NM Commodity Code: 98174 and 96149**

Santa Fe County requests proposals from qualified law firms and attorneys to provide general legal counsel and representation in specified practice areas. An Offeror does NOT have to have experience in all of these areas of law to be considered, as this is a multiple source award solicitation. This means that the County will be awarding contracts to multiple Offerors to provide legal services in specified practice areas. Offerors must specify in their proposals in which practice areas they propose to provide legal services to the County.

All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted electronically utilizing a Drop Box by the deadline below. Please utilize this link to upload your proposal

<https://www.dropbox.com/request/VEkvPTZimoy1T7PmS7hM> If you are unable to submit electronically you may submit proposals 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 Friday, May 2, 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 it is a qualified firm and its proposal complies with the requirements stated within the Request for Proposals.

A **Pre-Proposal Conference** will be held at **11am on Thursday, April 10 online via Microsoft Teams using this link <https://teams.microsoft.com/l/meetup-join> Meeting number ID: 218 448 721 791. Passcode: Zc6Qb2cV. To dial in by phone call +1 773-352-2011.**

The pre-proposal meeting is not mandatory, but is strongly recommended.

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 online via our website at <http://www.santafecountynm.gov/finance/purchasing-division/current-bid-solicitations> or by contacting Ben McCormack, Procurement Specialist Senior, 102 Grant Avenue, (First Floor) Santa Fe, New Mexico 87501, or by telephone at (505) 986-6337 or by email at dmccormack@santafecountynm.gov

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 March 30th and 31st

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Santa Fe County requests proposals from qualified law firms and attorneys to provide general legal counsel and representation in specified practice areas. An Offeror does NOT have to have experience in all of these areas of the law to be considered, as this is a multiple source award solicitation. Offerors may be awarded a contract for one or more areas of practice depending on their expertise. This means that the County will be awarding contracts to multiple Offerors to provide legal services in specified practice areas. Offerors must specify in their proposals in which practice areas they propose to provide legal services to the County.

All qualified service providers are invited to submit a proposal. Responders must demonstrate a capacity to meet the County's requirements as stated in the RFP No. 2021-0172-ATT/CW. Offerors are to read and understand the terms, conditions and requirements of the Request for Proposal.

B. SCOPE OF SERVICES

The selected contractor or contractors will provide the following legal services:

1. Legal services on matters as directed by the Santa Fe County Attorney.
2. Legal representation of Santa Fe County before state and federal courts, state agencies and other governmental entities.
3. Legal assistance with mediation, arbitration, and litigation involving Santa Fe County.
4. Hearing Officer services.
4. As directed by the Santa Fe County Attorney, brief County officials, employees, legal counsel and consultants.

Santa Fe County requests proposals from qualified law firms and attorneys to provide general legal counsel and representation in the following practice areas:

1. Environmental law;
2. Water law, including water rights acquisition and disposition;
3. Employment law;
4. Appellate practice;
5. Condemnation, both inverse and direct;
6. Land use and land use planning;
7. Adult and juvenile detention facility operations and procedures;
8. Health care, including health information privacy;
9. Insurance coverage and the procurement of insurance coverage, including an analysis of competing policies and gap analysis to determine additional coverage needed;
10. Defense of tort claims, with particular emphasis on claims arising under the New Mexico Tort Claims Act, and civil rights claims;
11. Issues arising under the Rules of Professional Conduct;

12. Transactions, such as real estate acquisitions and dispositions, asset acquisitions, and Local Economic Development Act transactions;
13. Federal and state taxation;
14. Civil and criminal litigation and appeals, including commercial litigation, mandamus and injunctive relief, and resisting civil and criminal discovery demands directed to the County as a non-party; Procurement and governmental contracting, with a particular emphasis on design professional, construction, and medical professional contract drafting and litigation;
15. Inspection of Public Records Act and Open Meetings Act;
16. Public water and wastewater utilities, with particular emphasis on experience in drafting operation and cost-sharing agreements with respect to utility facilities owned by an entity created pursuant to the Joint Powers Agreement Act or similar private or public entity as described below with regard to the implementation of the Aamodt Litigation Settlement Agreement;
17. Native American law; and
18. Bankruptcy, with a particular emphasis on property taxes.
19. Hearing officer services for post-disciplinary hearings for employees who are not part of a bargaining unit in accordance with the Santa Fe County Human Resources Handbook

Bond counsel services are NOT part of this procurement.

Certain services will be provided in connection with the implementation of the Settlement Agreement in the so-called Aamodt Litigation, a water rights adjudication styled State of New Mexico, ex rel. State Engineer and United States of America, Pueblo de Nambe, Pueblo de Pojoaque, Pueblo de San Ildefonso, and Pueblo de Tesuque v. R. Lee Aamodt, et al., No. 66 CV 6639 MV /LCS (D.N.M.). The Settlement Agreement calls for the design, construction, and operation of a Regional Water System that will divert water from the Rio Grande, treat it, and transmit and distribute it through the separate distribution systems of the County and four Pueblos who are parties to the Aamodt Litigation and Settlement Agreement.

The Regional Water System will be operated and common elements owned by the Pojoaque Basin Regional Water Authority ("Authority"), an entity created by a Joint Powers Agreement between the County and four Pueblos. The County and Pueblos must negotiate an Operating Agreement that establishes how the Regional Water System will be operated and the costs of the system shared. Finally, the County may negotiate a System Operator Agreement with the Authority, pursuant to which the County agrees to operate the Regional Water System as a contractor of the Authority. Legal services will be required in connection with these and other significant agreements, some of which are expected to be perpetual.

C. IMPLEMENTATION OF A CONTRACT

It is the intent of Santa Fe County to make multiple awards to qualified attorneys or legal firms:

1. The term of a contract will not exceed four years.
2. When a multiple source award is made by Santa Fe County, at its sole discretion, the County will determine what projects, cases and matters are assigned to the contractor. Separate contracts may be awarded to different attorneys or firms who possess the relevant required expertise or legal specialty depending on the needs of Santa Fe County.
3. Where multiple Contractors are contractually able to represent the County in a particular practice area, the County may, in its discretion, require Contractors to submit proposals with respect to a specific matter. The purpose of such proposals is to enable the County to assess the Contractors' then current capacity and capabilities against the requirements of the specific matter, so that the County can determine which Contractor is best suited to represent the County on the matter. Such requests may require the Contractor to estimate the cost of the services requested based upon the hourly rates established in the contract.
4. The Santa Fe County Attorney will provide program and operational support and direction for all assigned projects. The County reserves the right to review or modify the scope of services for a project including the not-to-exceed compensation to be paid to the contractor or contractors.

D. QUALIFICATIONS (Mandatory)

Proposals must include definitive information regarding the experience, qualifications, and professional licensing/certifications of the proposing individual or entity. Offerors must be in good standing with the State of New Mexico to conduct business and provide the contracted professional services. Lawyers providing services to the County must be members of the New Mexico bar in good standing, and must not be disbarred or suspended from practice in any other jurisdiction.

E. INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below.

1. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
2. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000

combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. County of Santa Fe shall be a named additional insured on the policy.

3. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
4. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.
5. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.

F. DESIGNATED PROCUREMENT SPECIALIST

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

Ben McCormack Procurement Specialist Senior
 Santa Fe County Purchasing Division
 102 Grant Avenue, First Floor
 Santa Fe, NM 87501
 Phone: (505) 986-6337
 Email: dmccormack@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. Any communication with anyone other than the Procurement Specialist or with the Purchasing Division may be grounds for disqualification.**

G. DEFINITION OF TERMINOLOGY

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

"BCC" means the Santa Fe County Board of County Commissioners

“Close of Business” means 5:00 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” to 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 and the State of New Mexico to make all procurement determinations pursuant to NMSA 1978, Chapter 13 of the State Procurement Code and County Purchasing Regulations and Policies.

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

“Procurement Specialist” means the person or designee authorized by the Procurement Manager to administer and manage the procurement.

“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.

THIS SECTION INTENTIONALLY LEFT BLANK

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 to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issuance of RFP	Purchasing Division	3/30 & 3/31
2. Acknowledgment of Receipt Form	Offerors	4/10
3. Pre-Proposal Conference	Owner/Offerors/ Purchasing	4/10
4. Deadline to Submit Written Questions	Offerors	4/18
5. Response to Written Questions	Purchasing Division	4/23
6. Submission of Proposal (2:00 PM)	Offerors	5/2
7. Proposal Evaluation Review	Evaluation Committee	5/2
8. Selection of Finalist	Evaluation Committee	5/13
9. Oral Presentation by Finalists (if applicable)	Offeror	5/14
10. Contract Negotiations	County, Offeror	5/16
11. Contract Award	Purchasing Division	5/21

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

B. **EXPLANATION OF EVENTS**

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

1. **Issuance of RFP**

This RFP is being issued by the Santa Fe County Attorney's Office and the Purchasing Division.

2. **Pre-Proposal Conference**

A Pre-Proposal Conference and Site Visit are 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 dmccormack@santafecountynm.gov** A public log will be kept of the names of potential offerors who attended the Pre-Proposal Conference and the Site Visit.

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 **4/10/25**.

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.***

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, Friday May 2, 2025. *Proposals received after this deadline will not be accepted.* Proposals shall be submitted electronically via **Dropbox at the link provided below. <https://www.dropbox.com/request/VEkvPTZimoy1T7PmS7hM> If you are unable to submit electronically you may submit a physical proposal. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Specialist at the address listed in Section II.E by the time indicated above. 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. 2025-0271-ATT.****

Proposals can be delivered to:

Ben McCormack Procurement Specialist Senior
 Santa Fe County Purchasing Division
 102 Grant Avenue (First Floor)
 Santa Fe, New Mexico 87501
 dmccormack@santafecountynm.gov

A public log will be kept of the names of all offerors 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 County reserves the right to issue a multiple award pursuant to NMSA 1978 13-1-153.

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. This RFP will have multiple awards.

13. **Right to Protest**

Any protest by an offeror must be in writing and submitted timely, pursuant to 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.

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 of the contract template attached hereto as Appendix E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the performance of the contract with the County 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 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.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Specialist. 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 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.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be 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.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

16. Contract Deviations

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

17. Offeror Qualifications

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

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to the 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 the County's needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

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

21. County Rights

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

22. Right to Publish

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

23. Ownership of Proposals

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

24. Electronic Mail Address 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.

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

b. *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

c. **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.

26. **Double-Sided Documents**

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

27. **Living Wage**

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

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IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one response to this RFP.

B. NUMBER OF COPIES

Offerors shall submit responses electronically via Dropbox, please submit two (2) separate files: one file for the proposal response and a separate file for the Cost Proposal. If offeror is incapable of submitting electronically, please deliver one (1) original and four (4) identical copies of your 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

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/VEkvPTZimoy1T7PmS7hM>

All proposals shall be limited to twenty (20) pages, with exception of professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 1/2 x 11 paper, with a font **no smaller than 12 pt. pitch**, with nominal 1” margins and normal line spacing. Proposals shall be organized in order of each criteria factor listed below.

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) Table of Contents (optional) (not included in page limit)
- c) Response to Evaluation Criteria and Specifications (20 p. limit)
- d) Copy of insurance certificate (not included in page count or limit)
- e) Cost Proposal (**submitting electronically submit as a separate file, and also 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 and SPECIFICATIONS. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

The **proposal summary** may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

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

- a) Identify the submitting 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 of the Agreement attached as Appendix D.

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V. EVALUATION CRITERIA and 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. TIME FRAME

The contract is scheduled to begin July 2025. Santa Fe County intends on awarding a contract with an initial term of four years.

B. EVALUATION CRITERIA

A brief 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.

1. Introduction

- Provide an overview of the firm.
- Years of Practice
- Mission and Vision Statement

2. Experience

- Offerors must indicate which practice area or areas they want to be considered for and the Offeror's response must focus and discuss those areas of expertise or specialty.
- Identify the Offeror's experience in the practice areas proposed on, including the provision of services for government entities of comparable size and complexity.
- Include a minimum of five (5) client references, consisting of the names and telephone numbers of clients for which similar services have been performed, currently or in the recent past. Reference checks may be conducted regarding the prior work experience, timing, planning and technical expertise of the Offeror.

3. Capacity and Capability to Provide Legal Services

- Offerors must identify their or their firm's approach to providing and managing legal services for the County and the firm's capacity to provide timely services or complete tasks on short notice. Offerors must provide information that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations, and meet project administration requirements. Indicate the relationship of the services requested

in this RFP to other current projects/contracts the Offeror or firm may be involved in, including identification of legal services being provided for other clients that may create conflicts of interest with the Offeror's services for the County.

- Offerors must address how they will provide high-quality and efficient legal services. For example, how they will use staffing, use of paraprofessionals, technology, and banks of briefs and other legal products to keep costs down.
- Provide brief resumes, professional licenses, certifications, and accreditations of key team members, and indicate their current workload.
- Outline staffing levels and staffing mix; identify the key personnel who will be assigned and describe their experience, qualifications, licenses, certification(s), training(s), and expertise. Indicate any special skills or strengths of the key personnel being proposed. Identify any subcontractors or consultants that are part of the project team and provide similar information.
- If Offeror's proposal contains a valid NM State Resident Business Certificate, the preference in accordance with §13-4-2 NMSA 1978 will be applied.
- If Offeror's proposal contains a valid NM State Resident Veteran Business Certificate, the preference in accordance with §13-4-2 and §13-1-22 NMSA 1978 will be applied.
- If Offeror's proposal contains a valid Santa Fe County Preference Certificate, the preference in accordance with Santa Fe County Ordinance #2012-4 will be applied.

4. **Past Performance Criteria**

- Include a minimum of five (5) client references, consisting of the names and telephone numbers of clients for which similar services have been performed, currently or in the recent past. Reference checks may be conducted regarding the prior work experience, timing, planning and technical expertise of the Offeror.
- Provide a list of successful cases.
- List any debarment.

C. **COST PROPOSAL** (*shall be submitted electronically as a separate file via Dropbox.*)

The Offeror must submit a list of the proposed firm, fixed and fully loaded hourly rates for professional and paraprofessional personnel that provides a basis for billing. Hourly rates should not include New Mexico gross receipts tax, which shall be shown separately on the contractor's payment invoices.

The cost proposal must also include a list of all reimbursable charges and expenses that will be charged to the County, such as telephone charges, electronic research charges, and how those charges will be priced and billed. Costs for meals and travel shall be paid on a per diem basis, as a reimbursable cost.

This cost proposal is informational for the County and a basis for opening negotiations with the successful Offeror. Costs will not be considered in deciding whether to award a contract. Costs will, however, be considered when assigning work under awarded contracts. In other words, if two or more Contractors are both capable of providing the legal services necessary to meet the County’s needs, the County may assign the work to the lower cost firm. Accordingly, Offerors should propose their best rates.

VI. EVALUATION

A. EVALUATION SCORING

The County will evaluate responsive proposals and assign a numerical score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror’s attention to the factor detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee Members.

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

- 1. Introduction.....100 points
- 2. Experience..... 450 points
- 3. Capacity and Capability to Provide Legal Service 300 points
- 4. Past Performance Criteria.....150 points

TOTAL POINTS (before preferences are applied) 1000 points

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.

- 5. Proposal contains a valid N.M. Resident or native American Resident Business Certificate.....**80 points**

OR

- 6. Proposal contains a valid Resident Veteran or native American Veteran Business Certificate..... **100 points**

AND

- 7. Proposal contains a valid Santa Fe County Business Certificate.....**50 points**

B. 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.

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT FORM
LEGAL SERVICES
RFP No. 2025-0271-ATT/BM**

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

The acknowledgement of receipt should be signed and returned to the Procurement Specialist no later than close of business on **April 11th**. 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.

Ben McCormack, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, New Mexico 87501
Phone: (505) 986-6337
dmccormack@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 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 veteran’s 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 _____, 2025.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND**

This Agreement is entered into this _____ day of _____ 202__, between **Santa Fe County**, a political subdivision of the state of New Mexico (the “County”), and _____ (the “Contractor”).

Background

WHEREAS, the Santa Fe County Attorney is involved in and other duties and responsibilities pertaining to _____ ; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-112, the County issued RFP No. 2025- to procure legal services pertaining to _____ and other duties and responsibilities pertaining to _____ ; and

WHEREAS, the County determines that the Contractor is the most qualified offeror; and

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

NOW, THEREFORE, the parties agree as follows:

Agreement

1. CONTRACTOR’S SERVICES

2. ADDITIONAL SERVICES

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

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

3. COMPENSATION, INVOICING AND SET-OFF

A. The Contractor will be compensated in accordance with the services provided by the Contractor and the Contractor's fee proposal.

B. When payment is due, the Contractor will submit quarterly reports accompanied by a written request for payment to the County. Upon the County's receipt of the report and request for payment 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 services is Rachel Brown, Deputy County Attorney, rabrown@santafecountynm.gov (505) 986-6362, 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). The parties may agree by written amendment to extend the term.

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 will terminate upon written notice by the County to the Contractor. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Contractor in any way, or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

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

8. ASSIGNMENT AND SUBCONTRACTING BY THE CONTRACTOR

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

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

9. CONTRACTOR'S PERSONNEL

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

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

10. RELEASE

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

11. CONFIDENTIALITY

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

12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

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

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

13. CONFLICT OF INTEREST

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

14. AMENDMENT

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

15. ENTIRE AGREEMENT; INTEGRATION

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

16. NOTICE OF PENALTIES

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

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by federal, state, local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor must not discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

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

18. GOVERNING LAW

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

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

19. RECORDS AND INSPECTIONS

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

of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

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

20. INDEMNIFICATION

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

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

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

21. SEVERABILITY

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

22. NOTICE

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

The County: Santa Fe County Attorney
Attn: Rachel Brown, Deputy County Attorney
102 Grant Avenue
PO Box 276
Santa Fe, New Mexico 87504-0276

The Contractor:

Attn:

23. CONTRACTOR REPRESENTATIONS

The Contractor represents that:

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

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

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

24. FAX OR ELECTRONIC SIGNATURE

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

25. NO THIRD-PARTY BENEFICIARIES

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

26. CONTRACTOR'S INSURANCE

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

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

C. Malpractice/Errors and Omission Insurance. Contractor must procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.

D. Increased Limits. If the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, 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.

29. CAMPAIGN CONTRIBUTION DISCLOSURE

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

30. SURVIVAL

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

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

SANTA FE COUNTY

Approved as to form:

Walker Boyd
Santa Fe County Attorney

Date

CONTRACTOR –

Signature and title

Date

APPENDIX E

OFFEROR'S ATTACHMENTS

1. LICENSES, CERTIFICATIONS, AND CREDENTIALS

2. PROOF OF INSURANCES

3. OTHER KEY ATTACHMENTS