SANTA FE COUNTY

ASSESSOR'S OFFICE

REQUEST FOR PROPOSALS (RFP)

LEGAL SERVICES
FOR THE ASSESSOR'S OFFICE

NM Commodity Code(s): 96149

RFP NO. 2027-0092-AO/JL

NOVEMBER 2026

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I. ADVERTISEMENT
SANTA FE COUNTY
Legal Services for the Assessor's Office
RFP NO. 2027-0092-AO/JL

Santa Fe County requests proposals from qualified law firms and attorneys to provide general legal counsel and representation for the Assessor's Office for formal protest hearings and court proceedings. 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. All proposals must be received by **2:00 PM on Wednesday, December 2, 2026 via drop box.** Please utilize this link to upload your proposal submission. https://www.dropbox.com/request/gqtt6f658phr6jhdgadm.

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 on **Tuesday, November 10, 2026 at 9:00 AM** via Microsoft Teams; please use the Teams link provided below, meeting number 273 341 972 786 51, passcode to2Jz7aJ, or join by phone at (773) 352-2011, conference ID 610 031 840 #. Attendance is not mandatory but highly recommended
https://teams.microsoft.com/meet/27334197278651?p=KZgtuQsxFOLTUnThXy

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

Request for Proposals will be available by contacting Jack Love Procurement Specialist, Senior, 102 Grant Avenue, (First Floor) Santa Fe, New Mexico 87501, or 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 BY SANTA FE COUNTY.

Santa Fe County
Purchasing Division
Published November 1 and 2, 2026

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Santa Fe County is soliciting proposals from qualified law firms and attorneys to provide professional legal services for the Santa Fe County Assessor's Office. Services will primarily relate to property valuation, property taxation, administrative proceedings, property tax protests and appeals, tax refund claims, statutory interpretation, and other legal matters arising from the duties and responsibilities of the County Assessor.

The selected Contractor will provide legal advice, research, representation, training, and related professional legal services in coordination with the County Attorney and County Assessor, as further described in Section II.C, Scope of Work.

Offerors must read and understand the requirements of this Request for Proposals.

B. BACKGROUND

The Santa Fe County Assessor's Office is responsible for the valuation and assessment of property in accordance with applicable New Mexico laws and regulations. In carrying out these responsibilities, the Assessor's Office must address property valuation disputes, taxpayer protests, appeals, tax refund claims, and other matters involving the interpretation and application of property tax laws.

These matters may involve complex legal issues, administrative hearings, and judicial proceedings that require specialized legal knowledge and representation. Santa Fe County is seeking qualified legal counsel to assist the Assessor's Office in addressing these matters, meeting applicable legal deadlines, and fulfilling its statutory responsibilities.

C. SCOPE OF WORK

Services may include, but are not limited to:

1. Provide legal research, analysis, opinions, and memoranda regarding property valuation, property taxation, administrative law, and matters affecting the duties of the County Assessor.
2. Prepare pleadings, motions, briefs, and other legal documents for administrative proceedings and proceedings before district, appellate, and supreme courts.
3. Represent the County Assessor in property valuation protests, tax refund claims, appeals, and other administrative or judicial proceedings as requested.
4. Provide ongoing legal advice regarding valuation and assessment procedures, statutory and regulatory requirements, policies, procedures, and other legal issues arising in the operation of the Assessor's Office.

5. Review, research, and provide legal advice regarding taxpayer valuation appeals before the County Valuation Protests Board and the New Mexico Taxation and Revenue Department, Property Tax Division.
6. Communicate and coordinate, as necessary, with taxpayers, attorneys, tax consultants, the New Mexico Taxation and Revenue Department, Property Tax Division, other counties, and other governmental entities regarding property-tax-related matters.
7. Draft or review informational materials, instructions, correspondence, policies, procedures, and other documents for use by property owners and Assessor's Office staff.
8. Coordinate with the County Attorney on pending or anticipated litigation and other legal matters affecting the County or Assessor's Office.
9. Provide timely responses to legal questions and urgent matters and maintain sufficient availability to address time-sensitive legal issues.
10. Participate in recurring meetings with the County Assessor and appropriate County staff to discuss pending legal matters, protests, exemptions, valuation issues, litigation, and other matters within the scope of services.
11. Provide training to Assessor's Office staff concerning applicable statutory and legal requirements relating to real property, commercial property, agricultural property, business personal property, and other areas administered by the Assessor.
12. Maintain documentation of legal memoranda, correspondence, opinions, and other work performed under the agreement and provide appropriate records to the County upon expiration or termination of the agreement.
13. Perform other related professional legal services within the scope of the Assessor's statutory duties as authorized by the County.

D. INSURANCE REQUIREMENTS

The insurance requirements for Offerors 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 professional liability insurance, including coverage for legal malpractice, throughout the term of this Agreement, with limits of not less than $1,000,000 per claim and $1,000,000 in the aggregate.

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.

E. 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.

Jack Love, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue, First Floor
Santa Fe, NM 87501
Phone: (505)986-6209
Email: jalove@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 contact with anyone other than the Procurement Specialist regarding this procurement may be grounds for disqualification.**

F. 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 offerors 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" pursuant to NMSA 1978, Section 13-1-111. Competitive sealed proposals; conditions for use and 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 LEFT INTENTIONALLY 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:

Action	Responsibility	Date
1. Issuance of RFP	Purchasing Division	November 1 & 2, 2026
2. Pre-Proposal Conference	Owner/Offerors/ Purchasing	November 10, 2026
3. Acknowledgement of Receipt Form	Offerors	November 11, 2026
4. Deadline to Submit Additional Questions	Offerors	November 12, 2026
5. Response to Written Questions	Purchasing Division	November 17, 2026
6. Submission of Proposal (2:00 PM)	**Offerors**	**December 2, 2026**
7. Proposal Evaluation Review	Evaluation Committee	December 2026
8. Selection of Finalist	Evaluation Committee	December 2026
9. Oral Presentation by Finalists (if applicable)	Offeror	TBD
10. Contract Negotiations / Best and Final Offers (If Applicable)	County, Offeror	TBD
11. Contract Award	Purchasing Division	TBD

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 Assessor's Office and the Purchasing Division.

2. Pre-Proposal Conference

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

3. Acknowledgement of Receipt Form

Potential offerors may submit the Acknowledgement of Receipt Form provided as Appendix A to be included on the procurement distribution list. The form should be signed and dated by an authorized representative of the organization and returned by email no later than close of business on November 11, 2026.

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, December 2, 2026. *Proposals received after this deadline will not be accepted.* The date and time of receipt will be recorded on each proposal. **Proposals must be submitted electronically via Dropbox at the link provided below**. https://www.dropbox.com/request/gqtt6f658phr6jhdgadm

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.

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 and negotiations have been completed.

Offeror acknowledges that the County may be required to disclose all or part of its proposal or bid submission under the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1 et seq. ("IPRA"). Offerors claiming that any portion of a submission is exempt from disclosure shall mark that portion "CONFIDENTIAL" and identify the specific legal basis for nondisclosure. If the County receives an IPRA request for information an offeror has designated confidential, the County will notify the offeror, who shall respond in writing within ten calendar days stating whether it contends the information is exempt, the legal basis for that position, and an affidavit supporting its contentions. A designation is not binding on the County, and the County may not withhold records solely because an offeror labels them confidential, proprietary, or a trade secret, and the County reserves the right to require Offeror to obtain judicial relief declaring the designated materials confidential and prohibiting disclosure. If the offeror fails to timely substantiate its claims of confidentiality, the County may proceed with disclosure as it deems appropriate under IPRA and applicable law.

If the County denies inspection of records at an offeror's written request, the offeror agrees to indemnify, defend, and hold harmless Santa Fe County and its elected officials, officers, employees, and agents from any claims, damages, liabilities, costs, attorney fees, or expenses arising from that denial.

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 effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement 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 E.

16. Contract Deviations

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

17. Offeror Qualifications

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

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor 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

Pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2.A., Waste Reduction and Reuse, it is preferred that all printed documents be double-sided, including documents generated by outside entities, consultants, and contractors doing business with the County. This is not a requirement but is strongly recommended by Santa Fe County.

27. Living Wage

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

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one response to this RFP.

B. NUMBER OF COPIES

Offerors shall submit their proposals electronically via Dropbox in two (2) separate files: one containing the proposal response and a separate file containing the Appendix D Proposed Fee Schedule.

C. PROPOSAL FORMAT

All proposals shall be limited to twenty (20) pages, with exception to professional licenses and certifications, which shall be added as appendices. The document shall be formatted on standard 8 1/2 x 11 pages, with a font size no smaller than 12 points, with nominal 1" margins and normal line spacing.

Proposals **will be accepted electronically** utilizing DropBox**.** Please utilize this link to upload your proposal submission. https://www.dropbox.com/request/gqtt6f658phr6jhdgadm

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 counted against page limit)*
b) Response to County Terms and Conditions *(not counted against page limit)*
c) Table of Contents (optional) *(not counted against page limit)*
d) Response to Specifications – Evaluation Factors
e) Copy of insurance certificate *(not counted against page limit)*
f) Cost Proposal **(Please submit as a separate file electronically)** *(not counted against page limit)*
g) Campaign Contribution Disclosure Statement *(not counted against 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 FACTORS. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

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

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

2. Letter of Transmittal

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

a) Identify the submitting 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 acceptance of the terms and conditions of the Agreement attached as Appendix E.

V. SPECIFICATIONS

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

A. INFORMATION

Time Frame

The contract is scheduled to begin January 2027. 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 a brief introduction and overview of the firm or individual, including its history, background, and areas of legal practice.
   - Describe the firm's or individual's understanding of the legal services required by the Santa Fe County Assessor's Office.

2. **Legal Competence and Experience**
   - Demonstrate knowledge and experience in New Mexico property tax law, property valuation, administrative law, and applicable statutory and regulatory requirements.
   - Describe experience representing county assessors, governmental agencies, or elected officials in property valuation protests, tax refund claims, administrative hearings, and judicial appeals.
   - Identify the qualifications, professional experience, and relevant areas of practice of the attorneys proposed to perform the services.

3. **Approach/Ability**
   - Describe the Offeror's proposed approach to performing the services identified in the Scope of Work, including legal research, analysis, preparation of legal opinions and documents, and representation in property valuation protests, appeals, and other proceedings.
   - Explain how the Offeror will manage and prioritize assignments, meet statutory deadlines, respond to urgent legal matters, and communicate and coordinate with the County Assessor, County Attorney, and other appropriate County personnel.
   - Identify any anticipated challenges in providing the requested legal services and describe how those challenges would be addressed.

- Disclose any actual or potential conflicts of interest that may affect the Offeror's ability to provide the requested legal services.

4. Capacity and Capability

- Describe the firm's organizational structure, staffing, and resources available to provide the required legal services.
- Identify the attorneys and support personnel who will be assigned to the agreement, including their proposed responsibilities.
- Describe the Offeror's current workload and existing contractual commitments, including how the assigned legal team will maintain sufficient availability and responsiveness to manage multiple legal assignments, administrative hearings, litigation, and time-sensitive matters.
- Describe the firm's ability to provide continuity of legal services during periods of increased workload, staff absences, or other circumstances affecting personnel availability.
- Identify any limitations on staffing, availability, or resources that may affect the Offeror's ability to perform the Scope of Work.

5. Past Record of Performance

- Describe the Offeror's past performance providing legal services to governmental agencies or other clients involving property taxation, property valuation, administrative proceedings, or comparable legal matters.
- Provide examples of successfully completed legal assignments, including the Offeror's ability to meet deadlines, provide timely legal advice, and effectively manage administrative or judicial proceedings.
- Provide three (3) external references from clients who have received comparable legal services. Include the following information for each reference:
  - Name of the client or organization;
  - Name, telephone number, and email address of the contact person;
  - Type of legal services provided and dates of service.
- Describe significant challenges encountered in providing comparable legal services and explain how those challenges were addressed and resolved, without disclosing privileged or confidential information.

C. COST PROPOSAL (Appendix D) - **please submit in a separate file in Dropbox**

Offerors shall complete the Cost Proposal form provided in Appendix D and submit it as a separate electronic file through Dropbox using the link provided in this RFP.

Offerors shall provide firm, fixed hourly rates for the personnel classifications identified in Appendix D. Hourly rates shall include all applicable fringe benefits, incidentals, and overhead expenses associated with providing the required legal services.

Applicable New Mexico Gross Receipts Tax (NMGRT) shall not be included in the proposed hourly rates and shall be identified separately on the Contractor's invoices.

VI. EVALUATION OF PROPOSALS

A. EVALUATION SCORING

The County will evaluate responsive proposals and assign a numerical score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the factor detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee Members.
Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation factors outlined below. Each Evaluation Factor is assigned the following points:

1. Introduction ..... **100 points**
2. Legal Competence and Experience ..... **300 points**
3. Approach/Ability ..... **250 points**
4. Capacity & Capability ..... **250 points**
5. Past Record of Performance ..... **100 points**

TOTAL POINTS ..... 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.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM
Legal Services for the Assessor's Office
RFP NO. 2027-0092-AO/JL

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 **November 11, 2026**. 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.

Jack Love, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, New Mexico 87501
Phone: (505)986-6209
Email: jalove@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 $6M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

"In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

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

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

_____ _____
(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS_____DAY OF _____, 2026.

_____
NOTARY PUBLIC

My Commission Expires:

_____

APPENDIX D
COST PROPOSAL
LEGAL SERVICES FOR THE ASSESSOR'S OFFICE

RFP NO. 2027-0092-AO/JL

Offeror/Firm Name: _____

Offerors shall provide firm, fixed hourly rates for the personnel classifications listed below. Hourly rates shall include all applicable fringe benefits, incidentals, and overhead expenses associated with providing the required legal services. (Please submit via a separate file in Dropbox.)

Staff Member	Hourly Rate
Senior Partner	$_____
Consultants	$ _____
Partners	$_____
Associates	$_____
Law Clerks	$_____
Paralegals	$_____
Clerical	$ _____
Travel (mileage)	$ _____
Copies or document reproduction:	$ _____
Other (please describe in detail)	$ _____

APPENDIX E
SAMPLE AGREEMENT

PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND

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

Background

WHEREAS, pursuant to [PROCUREMENT DELIVERY METHOD USED PURSUANT TO PROCUREMENT CODE, COUNTY PURCHASING REGULATIONS/POLICIES]; and

WHEREAS, the [BACKGROUND OR DESCRIPTION OF THE COUNTY'S NEEDS AND REQUIREMENTS]; and

WHEREAS, the [BACKGROUND/BRIEF DESCRIPTION OF THE CONTRACTOR'S ABILITIES/QUALIFICATIONS]; and

WHEREAS, **[**GENERAL PURPOSE OF THIS AGREEMENT]; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services.

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 in section 3 (Compensation, Invoicing and Set-off).

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

3. COMPENSATION, INVOICING AND SET-OFF

A. The Contractor will be compensated as follows.

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

1) The County's representative for certification of acceptance or rejection of contractual items and services is , or other individual as may be designated by the County.

2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

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

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

4. EFFECTIVE DATE AND TERM

This Agreement will become effective on the date of the last signature by the parties and will terminate four (4) years from that date, unless earlier terminated under Section 5 (Termination) or Section 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 OF COUNTY INFORMATION; CONFIDENTIALITY OF CONTRACTOR'S RECORDS OR INFORMATION; INDEMNITY

Any information that is confidential to the County and that may be provided to, or developed by the Contractor for the County as part of the Contractor's services under 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.

Contractor acknowledges that the County may be required to disclose certain of the Contractor's information or records that the Contractor's considers to be confidential under the New Mexico Inspection of Public Records Act, NMSA 1978, §14-2-1 ("IPRA"). If the County receives an IPRA request for information that the Contractor has designated as confidential, the County will notify the Contractor. The Contractor must respond within ten calendar days stating whether it contends that the records or information is exempt from disclosure, the legal basis for that position, and an affidavit supporting its contention. A designation of "confidential", "proprietary", or "trade secret" by the Contractor is not binding on the County, and the County may not withhold records solely because the Contractor labels them as such. The County reserves the right to require the Contractor to obtain judicial relief declaring the designated materials confidential and prohibiting disclosure. If the Contractor fails to timely substantiate its claims of confidentiality, the County may proceed with disclosure as it deems appropriate under IPRA and applicable law.

If the County denies inspection of records at the Contractor's written request, the Contractor agrees to indemnify, defend, and hold harmless Santa Fe County and its elected officials, officers, employees, and agents from any claims, damages, liabilities, costs, attorney fees, or expenses arising from that denial.

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

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

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

13. CONFLICT OF INTEREST

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

14. AMENDMENT

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

15. ENTIRE AGREEMENT; INTEGRATION

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

16. NOTICE OF PENALTIES

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

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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

18. GOVERNING LAW

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

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

19. RECORDS AND INSPECTIONS

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

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

20. INDEMNIFICATION

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

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

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

21. SEVERABILITY

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

22. NOTICE

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

The County:

The Contractor:

23. CONTRACTOR REPRESENTATIONS

The Contractor represents that:

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

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

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

24. FAX OR ELECTRONIC SIGNATURE

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

25. NO THIRD PARTY BENEFICIARIES

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

26. CONTRACTOR'S INSURANCE

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

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

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.

D. Professional Liability Insurance. The Contractor shall procure and maintain professional liability insurance, including coverage for legal malpractice, throughout the term of this Agreement, with limits of not less than $1,000,000 per claim and $1,000,000 in the aggregate.

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

_____ _____
Gregory S. Shaffer Date
Santa Fe County Manager

Approved as to form:

_____ _____
Walker Boyd Date
Santa Fe County Attorney

CONTRACTOR -

_____ _____
Signature Date