

SANTA FE COUNTY
REGIONAL EMERGENCY
COMMUNICATION CENTER

REQUEST FOR PROPOSALS



LEGAL SERVICES FOR THE
REGIONAL EMERGENCY
COMMUNICATIONS CENTER
NM Commodity Code(s): 96149

RFP NO. 2022-0276-RECC/KE

JULY - 2022

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**I. ADVERTISEMENT
SANTA FE COUNTY
LEGAL SERVICES FOR THE REGIONAL
EMERGENCY COMMUNICATIONS CENTER
2022-0276-RECC/KE
State of New Mexico Commodity Code- 96149**

Santa Fe County and the Regional Emergency Communications Center (RECC) requests proposals from qualified vendors or firms to provide *Legal Counsel* in accordance with the Joint Powers Agreement between the RECC, City of Santa Fe, Town of Edgewood and the Santa Fe County Board of County Commissioners. 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 can be submitted in a sealed container, indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container or delivered electronically utilizing a DropBox. All proposals must be received by **2:00PM on Thursday, August 18, 2022, at the Santa Fe County Purchasing Division, 102 Grant Avenue, Santa Fe, NM 87501.** To combat the spread of COVID-19, it is preferred that the submission of Proposals **be delivered electronically** utilizing a DropBox. Please utilize this link to upload one copy of your proposal submission.

<https://www.dropbox.com/request/tZ7h9kBxAeo7i5XCVJm>

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 **10:00am MDT on Wednesday, July 27, 2022 online via Webex** <https://sfco.webex.com/sfco/j.php?MTID=m9fa51a6a98b811194fa38ef3c44899eb>

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 Karen K. Emery, Procurement Specialist, Senior, 102 Grant Avenue, (First Floor) Santa Fe, New Mexico 87501, or by telephone at (505)-992-6759 or by email at kkemery@santafecountynm.gov or on our website at [http://www.santafecountynm.gov/asd/current bid solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations).

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Published July 17 and 18, 2022

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The Regional Emergency Communications Center (RECC) is requesting services for a legal counsel to obtain independent counsel. Per the Joint Power Agreement the City of Santa Fe, Santa Fe County and the Town of Edgewood, the RECC is to obtain independent counsel, and not be represented by the City, Town or County Attorney's (reflected in Article 22, letter F).

B. BACKGROUND

On or about October 11, 2006, the Board of County Commissioners and the Governing Body of the City of Santa Fe executed a Joint Resolution (County Resolution No. 2005-164 and City Resolution No. 2006-125), to establish the Regional Emergency Communications Center (RECC) to provide enhanced 911 emergency communications within the City of Santa Fe, New Mexico, the Town of Edgewood, New Mexico, and the County of Santa Fe, New Mexico, and to act as the vehicle through which the parties receive funding.

C. SCOPE OF WORK

1. Provide legal services to the RECC including general legal assistance, such as review contracts, issue legal advice concerning organization, powers and duties, employment issues, liability issues, and general representation of the RECC before all federal and state courts and agencies.
2. Attend all meetings of the Board of Directors of the RECC, as well as other meetings such as meetings of the Santa Fe Board of County Commissioners and the Santa Fe City Council, if necessary.
3. Provide litigation representation that is not covered by insurance. Monitor and provide oversight of litigation in cases where the RECC's insurance covers or includes litigation coverage.
4. Participate in meetings with the RECC Director at least once a month or as requested or required.
5. Professional licensure. Shall maintain licensure in good standing with the New Mexico State Bar and Federal Court.
6. Obtain and maintain throughout the term of the Agreement, all applicable professional and business licenses required by law.
7. Must have experience in governmental organization and structure

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 Offeror; 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.

D. 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:

Karen K. Emery, Procurement Specialist Senior
 Santa Fe County Purchasing Division
 102 Grant Avenue, First Floor
 Santa Fe, NM 87501
 505-992-6759
 Email: kkemery@santafecountynm.gov

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

E. DEFINITION OF TERMINOLOGY

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

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

“BCC” means the Santa Fe County Board of County Commissioners

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

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

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

“County” means Santa Fe County.

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

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

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

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

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

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

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

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

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

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

“Responsive Offer” or ***“Responsive Proposal”*** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

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III. CONDITIONS GOVERNING THE PROCUREMENT LEGAL SERVICES FOR THE RECC

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	July 17& 18, 2022
2. Pre-Proposal Conference (Via WebEx at 10:00am)	Owner/Offerors/ Purchasing	July 27, 2022
3. Acknowledgement of Receipt Form	Offerors	July 27, 2022
4. Deadline to Submit Additional Questions	Offerors	July 29, 2022
5. Response to Written Questions	Purchasing Division	August 4, 2022
6. Submission of Proposal (2:00 PM) by Dropbox	Offerors	August 18, 2022
7. Proposal Evaluation Review	Evaluation Committee	August 19 – 26, 2022
8. Selection of Finalist	Evaluation Committee	August - 2022
9. Oral Presentation by Finalists (if applicable)	Offeror	TBD
10. Contract Negotiations	County, Offeror	TBD
11. Contract Award	Purchasing Division	September - 2022

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

3. Acknowledgement of Receipt Form

Potential offerors should hand-deliver, return by 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 **July 27, 2022**.

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 by 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, Thursday, August 18, 2022. *Proposals received after this deadline will not be accepted.* The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II.E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals No. **2022-0276-RECC/KE.** **The preferred method to send proposals is electronically via Dropbox at the link provided here.** <https://www.dropbox.com/request/tZ7h9kBxAeo7i5XCVJm>

Proposals must be delivered by Drop Box or in person to:

Karen K. Emery, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, New Mexico 87501

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

7. **Proposal Evaluation**

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Specialist, Senior. This process will take place during the timeframe indicated in the Sequence of Events at III.A. During this time, the Procurement Specialist, Senior 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, Senior 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, Senior or Procurement Manager. The County reserves the right to issue a multiple award pursuant to NMSA 1978 13-1-153 as determined by the Procurement Manager.

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

13. **Right to Protest**

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

**Santa Fe County Procurement Office
Attn: Bill Taylor, CPO/ Procurement Manger
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. Offeror's 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, Senior. 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 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, Senior.

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, Senior 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**”. Application of a resident contractor preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident

contractor. Certificates are issued by the state taxation and revenue department.

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

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

OR

b. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-4-2 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran contractor**”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran contractor preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current veteran resident contractor certificate, 10%, of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror's score.

The resident contractor preference is not cumulative with the 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).

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one response to this RFP.

B. NUMBER OF COPIES

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

C. PROPOSAL FORMAT

All proposals shall be limited to fifteen (15) pages, with exception to 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 delivered shall be bound with tabs delineating each section. Again the preferred method to submit a proposal is electronically, utilizing a DropBox. Please utilize this link to upload your proposal submission. <https://www.dropbox.com/request/tZ7h9kBxAeo7i5XCVJm>

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Response to County Terms and Conditions
- c) Table of Contents (optional)
- d) Response to Specifications – Evaluation Factors
- e) Copy of insurance certificate
- f) Cost Proposal (**One in a separate sealed envelope with the original proposal submission only, if submitting electronically submit as a separate file**)
- g) Campaign Contribution Disclosure Statement

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 and acceptance of the terms and conditions of the Agreement attached as Appendix E.

THIS SECTION LEFT INTENTIONALLY BLANK

V. SPECIFICATIONS

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

A. INFORMATION

Time Frame

The contract is scheduled to begin September 2022. Santa Fe County intends on awarding a contract with an initial term of one year.

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 including history and background of company and/or individual;
- Describe mission/vision and legal philosophy.

2. Legal Competence/Experience

- Provide a brief narrative describing prior and current experience include any relevant specialization, areas of law certified, training and years of experience of all proposed personnel;
- Describe direct experience with administrative law;
- Describe direct experience with municipal/governmental law;
- Identify trial and/or litigation experience in state and federal courts;
- Submit copy of licensure of all attorneys providing legal services.

3. Approach/Ability

- Provide information that demonstrates management approach and administrative abilities to deliver professional competence to meet time schedules or deadlines;
- Provide a response to the Scope of Work and include capability to complete all services listed; any services that cannot be provided should be noted;
- Demonstrate ability to accomplish tasks on short notice on a cost-effective and timely manner, describe any challenges;
- Disclose any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services being proposed.

4. Evidence of Understanding Scope of Work

- Provide an in-depth response and understanding of the requested scope of work;
- Include an itemized description of services to be offered;
- Any services that cannot be provided should be noted.

5. Past Record of Performance

- Identify through contracts and other agreements with government agencies or private industry all prior experience providing similar legal services including experience presenting, discussing and explaining legal issues and matters to elected officials, educating elected officials and County personnel on legal issues;
- Include three (3) external references from clients who received similar services. The minimum information to be included is:
 - a) Name of individual or company services were provided for;
 - b) Address of individual or company;
 - c) Name of contact person;
 - d) Telephone number of **and** email address of contact person;
 - e) Type of services provided and dates services were provided
- Describe any particular difficulties confronted in delivering legal services and how those issues were addressed and resolved.

6. COST PROPOSAL

Provide in a *separate sealed envelope (original only do not include in each of the four additional copies, if submitting electronically, please submit in a separate file in Dropbox)*, firm, fixed hourly rates that include costs for: travel to and from the off-site workplace to the on-site workplace, per diem, fringe benefits, incidentals and any other overhead costs for Offeror and Offeror's personnel. Hourly rates should not include New Mexico gross receipts tax which shall be shown separately on the contractor's payment invoices. Offeror shall propose its cost for the tasks listed in the scope of work. A cost sheet is provided as Appendix D.

VI. EVALUATION

A. EVALUATION SCORING

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

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

- 1. Introduction **100 points**
 - 2. Legal Competence/Experience **200 points**
 - 3. Approach/Ability **250 points**
 - 4. Evidence of Understanding Scope of Work **300 points**
 - 5. Past Record of Performance..... **150 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 Business Certificate.....**50 points**

OR

- 6. Proposal contains a valid Resident 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, Senior 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 based upon the proposals submitted. Finalist Offerors who are asked or chosen 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 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 elements of the evaluation.

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT FORM
LEGAL SERVICES FOR RECC
RFP NO. 2022-0276-RECC/KE**

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, Senior no later than close of business on **July 27, 2022**. 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.

Karen K. Emery Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, New Mexico 87501
505-992-6759
kkemery@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

Name(s) of Applicable Public Official(s) if any: _____

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Print name and title

--OR--

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

Signature

Date

Print name and title

APPENDIX C

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

“I 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 _____, 2022.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D
COST PROPOSAL

<u>Staff Member</u>	<u>Hourly Rate</u>
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 SERVICES AGREEMENT
BETWEEN SANTA FE COUNT
REGIONAL EMERGENCY COMMUNICATION CENTER BOARD
AND [COMPANY NAME]**

THIS AGREEMENT is made and entered into this _____ day of _____ 2022, by and between the **Santa Fe Regional Emergency Communication Center Board**, hereafter “RECC” and **[COMPANY NAME AND ADDRESS]**, hereinafter the “Contractor”.

WHEREAS, the RECC was formed pursuant to the Restated Joint Powers Agreement (Restated JPA) dated July 5, 2007, between Santa Fe County and the City of Santa Fe; and

WHEREAS, pursuant to Article II (F) (Independent Counsel) of the Restated JPA, the RECC shall be represented by independent counsel; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-112 of the Procurement Code, Request for Proposal (RFP) was issued to procure the services of an independent legal counsel for the RECC; and

WHEREAS, the RECC 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, it is agreed between the parties:

- 1. SCOPE OF SERVICES.** The Contractor shall provide the following legal services.
 8. Provide legal services to the RECC including general legal assistance, such as review contracts, issue legal advice concerning organization, powers and duties, employment issues, liability issues, and general representation of the RECC before all federal and state courts and agencies.
 9. Attend all meetings of the Board of Directors of the RECC, as well as other meetings such as meetings of the Santa Fe Board of County Commissioners and the Santa Fe City Council, if necessary.
 10. Provide litigation representation that is not covered by insurance. Contractor will monitor and provide oversight of litigation in cases where the RECC’s insurance covers or includes litigation coverage.
 11. Participate in meetings with the RECC Director at least once a month or as requested or required.
 12. Professional licensure. Contractor shall maintain licensure in good standing with the New Mexico State Bar and federal court.

13. The Contractor will obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for Contractor and Contractor's employees, agents, representatives and subcontractors.

2. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Scope of Services), of this Agreement shall be completed in full, to the satisfaction of the RECC, in accordance with professional standards and for the amount set forth in Section 3 (Compensation and Invoicing) of this Agreement, and for no other cost, amount, fee or expense.
- B. The RECC may from time to time request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the RECC and the Contractor, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

- A. The total compensation to be paid under this Agreement, including fees and costs, shall not exceed \$xx,xxx.xx, exclusive of NM GRT.

The RECC shall pay to the Contractor for fees and reimbursable expenses based on the following:

- B. The Contractor shall submit quarterly status reports to the RECC regarding the status of any litigation and all legal matters including related expenditures, for which the Contractor has provided legal services pursuant to this Agreement.
- C. The Contractor shall provide copies of all pleadings and correspondence produced by the Contractor and received by the Contractor in connection with any litigation or legal matter engaged in by the Contractor pursuant to this Agreement.
- D. The Contractor shall submit a written request for payment to the RECC once a month. Contractor's request for payment shall contain an itemized statement of the services performed and the expenses incurred.
- E. Payment under this Agreement shall not foreclose the right of the RECC to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

The Effective Date of this Agreement is the date of last signature by the parties. The term of this Agreement is one year from the Effective Date. The term of this Agreement is subject to termination pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The RECC has the option to extend the term of this Agreement in one year increments not to exceed four years in total.

5. TERMINATION

Either party may terminate this Agreement upon 10 day's written notice to the other party. Contractor shall comply with the Code of Professional Responsibility in any termination of Contractor's services for the RECC.

6. APPROPRIATIONS AND AUTHORIZATIONS

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

7. INDEPENDENT CONTRACTOR

Contractor is an independent contractor providing legal services to the RECC and not an employee of the RECC or Santa Fe County. Accordingly, the Contractor and its agents shall not accrue leave, participate in retirement plans, insurance plans, or use RECC or Santa Fe County vehicles, or participate in any other benefits afforded to employees of the RECC or Santa Fe County.

8. ASSIGNMENT; SUBCONTRACTING

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

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

9. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision. Contractor shall be solely responsible for payment of wages, salary and benefits to any all employees or subcontractors retained by Contractor in the performance of services under this Agreement.

B. Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees

of or have any contractual relationships with the RECC or Santa Fe County (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such the legal services under this Agreement.

10. RELEASE

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

11. CONFIDENTIALITY

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

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

A. The RECC 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 RECC shall own any such copyright.

13. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement. Contractor represents that it will not during the term of this Agreement represent any other client whose interest is adverse to the RECC without disclosure to the RECC and the consent of the RECC.

14. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

15. ENTIRE AGREEMENT; INTEGRATION

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

16. NOTICE OF PENALTIES

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

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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

18. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

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

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 RECC as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of three years from the date of final payment under this Agreement; (ii) allow the RECC 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 RECC 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 three years from the date of final payment under the subcontract; (ii) to allow the RECC 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 defend, indemnify, and hold harmless the RECC and its officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys’ fees) resulting from or directly or indirectly arising out of the Contractor’s performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor’s breach of any representation or warranty made herein.

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

21. SEVERABILITY

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

22. NOTICES

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

To the RECC: Regional Emergency Communication Center (RECC)
 Attention:
 35 Camino Justicia
 Santa Fe, NM 87508

To the Contractor:

23. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

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

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

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

24. INSURANCE

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

B. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.

C. Malpractice/Errors and Omissions Insurance. Contractor shall procure and maintain during the life of this Agreement professional liability or errors and omissions insurance in amounts not less than \$1,000,000 per occurrence.

25. PERMITS, FEES, AND LICENSES

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

26. NO THIRD PARTY BENEFICIARIES

The parties do not intend to create any right, title or interest in or for the benefit of any person other than the RECC and the Contractor. No person or entity shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

27. NEW MEXICO TORT CLAIMS ACT

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

28. SURVIVAL

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

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature below.

Regional Emergency Communication Center:

_____, RECC Chair _____ Date

_____, RECC Director _____ Date

CONTRACTOR:

(Signature) _____ Date

(Print name and title)

SANTA FE COUNTY

Gregory S. Shaffer _____ Date
Santa Fe County Manager

Approved as to form:

Jeff S. Young
Santa Fe County Attorney

Date

Finance Division:

Yvonne S. Herrera
Finance Director

Date