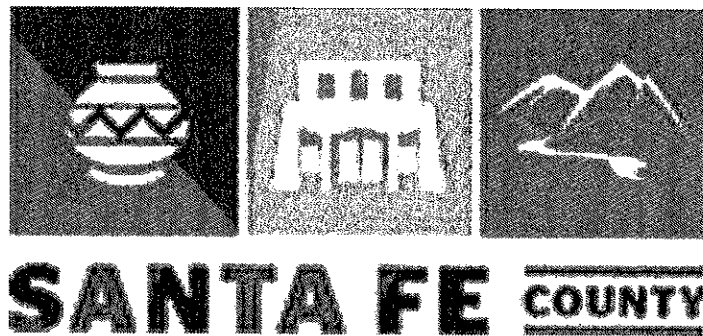


**SANTA FE COUNTY
FINANCE DIVISION**

REQUEST FOR PROPOSALS (RFP)



**LEASE OF COUNTY PROPERTY
FOR THE PURPOSE OF COMMUNITY
SOLAR DEVELOPMENT**

RFP NO. 2023-0034-CDD/BT

NM Commodity Code: 97135

AUGUST 30, 2022

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I. ADVERTISEMENT

**SANTA FE COUNTY
LEASE OF COUNTY PROPERTY FOR THE PURPOSE OF
COMMUNITY SOLAR DEVELOPMENT
RFP NO. 2023-0034-CDD/BT**

Santa Fe County is requesting proposals from professional solar firms for the of lease of County-owned property for the purpose of developing community solar for the benefit of County residents. Professional community solar firms interested in leasing County owned land will be required to submit a proposal detailing specific components of their project and their experience in managing such projects. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals must be received by **2:00PM on Friday, September 23, 2022, at the Santa Fe County Purchasing Division, 102 Grant Avenue, (1st Floor), Santa Fe, NM 87501.** To combat the spread of the recent COVID-19 illness, the submission of Proposals **will also be accepted electronically** utilizing a DropBox. Please utilize this link to upload your proposal submission <https://www.dropbox.com/request/oVX1vfQvY1rmh9JfFphp>.

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 10:00 AM on Tuesday, September 6, 2022 online via WebEx using link provided or by calling (480) 418-9388 meeting number: 2480 924 1547. Attendance is not mandatory but strongly recommended.

<https://sfco.webex.com/sfco/j.php?MTID=m8a03097e5e3007cd39ad9ea8e7092468>

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 Amanda Patterson-Sanchez, Procurement Specialist Senior, 102 Grant Avenue, (1st Floor) Santa Fe, New Mexico 87501, or by telephone at (505) 992-6753 , or by email at apatterson-sanchez@santafecountynm.gov or on our website at 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: August 30, 2022

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Santa Fe County is requesting proposals from qualified community solar enterprises for the development of community solar facilities within Santa Fe County. Specific County-owned lands have been identified for lease to organizations that meet the requirements of this RFP. All lease agreements between the County and professional community solar organizations are subject to approval by the New Mexico Board of Finance, the Public Regulation Commission, the Santa Fe County Board of Commissioners, the Santa Fe County Community Development Department, and County development review staff.

B. BACKGROUND

The New Mexico Legislature passed the 2021 Community Solar Act (Act) in April 2021, establishing a statewide community solar program. “Community Solar” is distinct from “Commercial Solar”, both in size and in that community solar subscribers benefit from the electricity generated by the solar facility.

Community solar allows electricity customers to subscribe to receive solar credits from a shared facility with the capacity, not exceeding five MW, which is smaller than a utility-scale commercial solar facility. Community solar projects can range from rooftop facilities, up to approximately 30-acre projects. The solar arrays are larger than residential arrays, a major of which will connect into a local power distribution line. A five MW array has the potential to support approximately 1,250 homes based on the average household energy use.

The Act provides an economic development opportunity and creates a pathway to meet the County emissions reduction goals, and the means for residents to reduce utility costs and access solar energy. Pursuant to the Act, community solar projects must reserve 30% of generating capacity for low-income customers.

C. SCOPE OF WORK

Professional Community Solar Organizations (Offerors) must have the ability to:

- Lease portions of county owned properties to develop community solar array facilities capable of generating less than or up to the 5 MW facility cap, as mandated by the Public Regulatory Commission to provide access to a renewable energy source for Santa Fe County residents, organizations, and businesses.

The Facility will be required to:

- Adhere to all state and regulatory requirements and statutes, including, but not limited to:

- Reserve 40% of generating capacity to <25 kW subscribers to ensure local residents and businesses have access to the power generated by the facility
- Reserve 30% of generating capacity to low-income customers and low-income service organizations.

Professional Community Solar Offerors interested in leasing County owned land for the purpose of developing a community solar facility will be required to submit a proposal detailing specific components of their project and their experience in managing such projects. The proposal shall include, at a minimum, the following:

- a. The County property of interest (**Exhibit B** - include parcel numbers).
 - i. The County has identified and vetted several properties of interest enumerated in **Exhibit B** of this proposal. Please note that the County is open to additional opportunities and properties that may be proposed by a developer but are not included on the initial list.
- b. The amount of acreage the proposed facility will require.
- c. The generation capacity of the solar facility project.
- d. Map, drawing, or depictions detailing the location and layout of the proposed facility sited on County land. **See Exhibit B.**
- e. Map, drawing, or depictions detailing the facility and its location to the substation the facility will tie into.
- f. A description on how the facility will connect to the substation and if the connection lines will cross other privately held or publically owned land.
 - i. If this is required, please provide some detail on how the company will obtain the required ROW or access to the substation.
- g. The estimated capital expenditure required to make the community solar facility operational.
- h. A listing of potential subscribers, **including a plan for providing subscription access for Santa Fe County facilities**, as well as a plan on how the organization will obtain and meet the statutory low-income requirements and other service requirements and provisions listed in the New Mexico Community Solar Act.
- i. An estimated analysis of the community and monetary benefit the project will provide to the County and its residents. The benefit should be represented in a quantitative dollar amount but should also include a narrative, qualitative explanation of the proposed benefits and analytics behind the calculation and proposed benefits.

- j. A statement confirming the firm's willingness to provide compensation, both in-kind and/or cash, equal to, or more than, the appraised fair market value of the parcel(s) in consideration.
- k. A detailed description on how the organization will decommission the community solar facility.
- l. A detailed explanation of the organization's experience with developing, managing, and decommissioning community solar projects.

D. QUALIFICATIONS

- 1. The Offeror must be registered and in good standing to do business in the State of New Mexico throughout the duration of the project.
- 2. Qualifications of the Offer shall include proven experience with development and management of solar array facilities.

E. INSURANCE REQUIREMENTS

The insurance requirements during the term of the Lease and any extension thereof, Lessee shall maintain general liability coverage, including coverage for property damage, and bodily injury in amounts satisfactory to Lessor which covers all of Lessee's operation upon the Leased Premises. Lessee shall assume the risk of loss of all personal property owned by the Lessee and placed by the Lessee on the Leased Premises. Additional insurance requirements are listed below.

- 1. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- 2. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. County of Santa Fe shall be a named additional insured on the policy.
- 3. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.

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

F. DESIGNATED PROCUREMENT SPECIALIST

The County has designated a Procurement Specialist Senior 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:

Amanda Patterson-Sanchez, Procurement Specialist Senior
 Santa Fe County Purchasing Division
 102 Grant Avenue, First Floor
 Santa Fe, NM 87501
 Phone: (505) 992-6753
 Email: apatterson-sanchez@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.**

G. 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 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

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

A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issuance of RFP	Purchasing Division	8/30/2022
2. Pre-Proposal Conference	Owner/Offerors/ Purchasing	9/06/2022
3. Acknowledgement of Receipt Form	Offerors	9/07/2022
4. Deadline to Submit Additional Questions	Offerors	9/08/2022
5. Response to Written Questions	Purchasing Division	9/12/2022
6. Submission of Proposal	Offerors	9/23/2022 (2:00 PM)
7. Proposal Evaluation Review	Evaluation Committee	9/23/2022
8. Selection of Finalist	Evaluation Committee	9/28/2022
9. Oral Presentation by Finalists (if applicable)	Offeror	TBD
10. Contract Negotiations	County, Offeror	TBD
11. Contract Award	Purchasing Division	TBD

Note: *If the Evaluation Committee makes a selection at the Selection of Finalists, event 9 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 Finance Division 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 apatterson-sanchez@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 facsimile or e-mail the Acknowledgement of Receipt Form provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on ***Wednesday September 7, 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 via facsimile or e-mail. ***Any contact with any other County staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.***

5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the Sequence of Events at Section III.A, to all potential offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Specialist no later than one (1) day after the answers or addenda were issued.

6. **Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM, Friday September 23, 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.F. 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. 2023-0034-CDD/BT. **Proposals may also be submitted electronically via Dropbox at the link provided <https://www.dropbox.com/request/oVX1vfQvY1rnh9JfFphp>.**

Proposals must be delivered to:

Amanda Patterson-Sanchez, 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. This process will take place during the timeframe indicated in the Sequence of Events at III.A. During this time, the Procurement Specialist may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the offerors.**

8. **Selection of Finalists (If Applicable)**

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

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

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

10. **Oral Presentation by Finalists (If Applicable)**

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each offeror presentation. All finalist offerors will be contacted to schedule presentations providing a location and instructions for the Oral presentations. Each presentation will be limited to one (1) hour in duration.

11. **Contract Negotiations**

The contract will be finalized with the most advantageous offeror during the timeframe indicated in the Sequence of Events at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

12. **Contract Award**

The County anticipates awarding the contract on the date in the Sequence of Events at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing Specialist or Procurement Manager.

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

13. **Right to Protest**

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

Santa Fe County Procurement Office
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 D.

2. **Incurring Cost**

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

3. **Prime Contractor Responsibility**

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

4. **Subcontractors**

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the performance of the contract with the County whether or not subcontractors are used.

5. **Amended Proposals**

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

6. **Offerors' Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Specialist. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

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

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Santa Fe County Procurement Manager 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.

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**". 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, 50 total points will 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, 100, total points will 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, 50 total points will be awarded to the Offerors score.

The Resident Business, Resident Veteran Business or Santa Fe County Business preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

26. Double-Sided Documents

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

27. Living Wage

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

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IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and four (4) identical copies of their proposal to the location specified in Section II, Paragraph F on or **before** the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals shall be limited to twenty (20) pages, with exception to professional licenses and certifications, maps, drawings, depictions, which shall be added as appendices. The document shall be typewritten on standard 8 1/2 x 11 paper, with a font **no smaller than 12 pt. pitch**, with nominal 1" margins and normal line spacing. Proposals shall be bound with tabs delineating each section.

To combat the spread of the recent COVID-19 illness, the submission of Proposals **will be accepted electronically** utilizing a DropBox. Please utilize this link to upload your proposal submission. <https://www.dropbox.com/request/oVX1vfQvY1rnh9JfFphp>.

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) Table of Contents
- c) Response to Specifications – Evaluation Factors (**maps, drawings, etc. are excluded from the 20 pager limit**)
- d) Copy of insurance certificate
- e) 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.

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 in or around November, 2022. Santa Fe County intends on awarding a contract with a maximum term of four (4) 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.

Additional consideration will be given to those proposals that meet or exceed the criteria listed in Exhibit A of Resolution No. 2022-054 Santa Fe County's Letter of Support.

1. EXPERIENCE:

- Provide a detailed explanation of the firm's experience with developing, managing, and decommissioning community solar projects.

2. TECHNICAL RESPONSE: Identification and detail of proposed County-owned property (include parcel number(s) from **Exhibit B**).

NOTE: The County has identified and vetted several properties of interest listed in the Exhibit. The County may consider other additional opportunities and County properties that may be proposed by the Offeror, but was not included in the appendix.

- Based on the property your organization has identified, please provide the amount of acreage the community solar facility will require.
- Provide the generation capacity of the project.
- Provide a map, drawings, or depictions detailing the location and layout of the proposed facility sited on the selected County property. Include in the map, drawings or depictions detailing the facilities location to the substation the facility will be connected. **(not included in 20-page limit)**
- Provide a detailed description on how the firm will decommission the community solar facility.

- Describe how the facility will connect to the substation and indicate whether or not the connection lines will cross private or public lands. Please provide additional detail regarding how the Offeror will obtain the required ROW or access to the substation, related to crossing private and/or public lands.

3. FISCAL AND COMMUNITY IMPACT

- Provide the estimated capital expenditure required to make the substation operational. Please provide a rough break down of line item expenses and estimates.
- Provide a listing of potential subscribers, including a plan for providing subscription access for Santa Fe County facilities, as well as a plan on how the Offeror will obtain and meet the statutory low-income other service requirements and provisions listed in the New Mexico Community Solar Act.
- Provide an estimated analysis of the community and monetary benefit the project will provide to the County and its residents. The benefit should be represented in a quantitative dollar amount but should also include a narrative, qualitative explanation of the proposed benefits and analytics behind the calculation and proposed qualitative benefits.
- Provide a statement confirming the Offeror's willingness to provide compensation, both in-kind and/or cash, equal to, or more than, the appraised fair market value of the parcel(s) in consideration.

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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. Experience of the Offeror in providing services..... **300 points**
2. Technical Response **500 points**
3. Fiscal and Community Impact **200 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 may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.17.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors 'shortlisted' based upon the proposals submitted. If an oral presentation is recommended, the 'shortlisted' firms will be provided questions by the Selection Committee for their "Oral Presentations." Each presentation will be evaluated by the Selection Committee. The oral presentation that receives the highest points and 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.11. Only the points from the Oral Presentation will be calculated for most & highest qualified firms. Points from the "shortlisted" evaluations will only be used if there is a tie resulting from the Oral Presentations. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

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APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT FORM
LEASE OF COUNTY PROPERTY FOR THE PURPOSE OF
COMMUNITY SOLAR DEVELOPMENT
RFP NO. 2023-0034-CDD/BT**

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

The acknowledgement of receipt should be signed and returned to the Procurement Specialist no later than close of business on **September 7, 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.

Amanda Patterson-Sanchez, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, New Mexico 87501
Phone: (505) 992-6753
Email: apatterson-sanchez@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

APPENDIX C RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

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

"In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such 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 – Sample Agreement

Property Lease Agreement Between
Santa Fe County and

WHEREAS, Santa Fe County owns real property . The County wishes to make the property available for use by to ; and

WHEREAS, Santa Fe County and agree to collaborate in the form of this Lease to support in Santa Fe County.

AGREEMENT
LEASE OF REAL PROPERTY

This Lease is made and entered into between Santa Fe County, a political subdivision of the state of New Mexico (“Lessor”), and (“Lessee”). Lessor and Lessee agree as follows:

1. **Property Leased.** In consideration of the terms and conditions in this Lease, Lessor leases to Lessee, and Lessee leases from Lessor a of real property, in Santa Fe County, Santa Fe, New Mexico (the “Leased Premises”). The Leased Premises are depicted on Exhibit A.

2. **Term.** The term of this Lease commences on the date of last signature by the parties to this Lease and will be in effect for . The initial term of this Lease Agreement will expire , unless earlier terminated or extended by written amendment.

3. **Holding Over.** Lessee’s permissive holding over or continued use or occupancy other than per the term of this Lease period shall be construed as a month to month tenancy at the same monthly rent and subject to the same terms and conditions set forth in this Lease.

4. **Rent.** Lessee’s rent under this Lease shall be . In consideration of this Lease, Lessee’s rent for the term of this Lease, and the value of this Lease is determined as follows.

a. **Value of the Leased Premises.** On the basis of a nearby comparison, the real property that is the Leased Premises under this Lease is valued at \$_____ per square foot, therefore the _____ acre (or _____ sf) tract is valued at \$_____.

\$_____ (the rate of return) = \$_____
\$_____ ÷ 12 months = \$_____ per month

Appendix D – Sample Agreement

b. Value of the Lessee's facility and improvements.

5. Permissible Use of Leased Premises; Limitations; Responsibilities.

- a. Lessee shall use the Leased Premises for _____ purposes only.
- b. Lessee agrees to bear all expenses of _____ include all labor and all machinery and equipment.
- c. Lessee will _____ throughout the term of this Lease in a manner consistent with sound _____ practices and will not commit or suffer waste thereon.

6. Delivery of Possession. Lessor warrants that the Lease Premises are vacant and will put Lessee in possession on the first day of the term.

7. Damage to the Leased Premises. If at the inception of this Lease Agreement or at any time thereafter (including any renewal) all or any part of the Lease Premises shall be so damaged or destroyed through any cause, other than Lessee's act, as to be rendered unfit for Lessee's occupancy, in Lessee's judgment, Lessee may declare this lease terminated and rent shall be payable only to the date of the damage.

If at inception of this Lease or at any time thereafter (including renewal) all or any part of the Lease Premises shall be damaged through any cause, other than Lessee's act, so as not to be rendered unfit for Lessee's occupancy, Lessor shall repair the premises with all reasonable promptness, at Lessor's expense, and the rent shall abate fairly until repairs are completed.

8. Alterations. Lessee shall obtain the Lessor's written permission before making any permanent alterations or improvements to the Lease Premises. Lessor has granted permission for the following improvements to be made by Lessee at Lessee's expense: _____

9. Ownership of Improvements. All alterations and improvements made to or placed on the Leased Premises by Lessee shall be considered Lessee's removable personal property and shall not become Lessor's property except as the parties otherwise in writing.

Appendix D – Sample Agreement

10. **Condition of Premises upon Surrender.** At the termination of this Lease, Lessee shall have a reasonable time to be mutually agreed upon by the Lessor and Lessee, in which to decommission the Lessee's facility and surrender the Leased Premises in the condition existing at the inception of this Lease, excepting:

- a. deterioration caused through reasonable use and ordinary wear and tear;
- b. alterations, improvements, or conditions made with Lessor's written approval or consent; and
- c. any damage or destruction caused by anyone other than Lessee.

10.1 Lessee shall decommission its facility in conformity with the criteria stated in Exhibit A of Santa Fe County Resolution No. 2022-54 (reseeding, etc.).

11. **Electricity.** For some Leased Premises there may not be electricity that can be used by Lessee to construct Lessee's facility. Lessee will supply all electrical and other utilities necessary to construct and operate Lessee's facility and improvements.

12. **Right of Entry.** Lessor or its agents has a right to enter upon the Leased Premises to inspect, to make repairs, or for other reasonable purposes, with Lessee's permission, which shall not be unreasonably withheld. In an emergency, Lessor or its agent may enter the Property without securing Lessee's prior permission, but shall give Lessee notice of entry as soon thereafter as practicable.

13. **Duty to Maintain Premises.** Lessee has the duty to repair and maintain the Lease Premises and Lessee's facilities and improvements throughout the term of this Lease.

14. **Duty to Insure; Risk of Loss.** During the term of this Lease and any extension thereof, Lessee shall maintain general liability coverage, including coverage for property damage, and bodily injury in amounts satisfactory to Lessor which covers all of Lessee's operation upon the Leased Premises. Lessee shall assume the risk of loss of all personal property owned by the Lessee and placed by the Lessee on the Leased Premises.

15. **Right to Terminate upon Breach of Condition or Agreement.** Either party may terminate this Lease upon the other party's substantial breach of any term or condition contained in this Lease, provided that the breaching party shall be given 30 days from the receipt of written notice of a substantial non-monetary breach to cure the breach or to begin and proceed, with due diligence, to cure a non-monetary breach that cannot be cured within 30 days. In the event of a substantial non-monetary breach, the non-breaching party shall give the breaching party written notice that describes the nature of the breach and notifies the breaching party that, unless the breach is cured within the time limits contained herein, the Lease shall terminate without further notice at the end of the cure period. Upon termination of the Lease, the Lessee shall surrender the Leased Premises to the Lessor and shall be obligated to pay rent to the date of surrender.

Appendix D – Sample Agreement

16. **Lease Binding on Heirs.** This Lease is binding upon the heirs, executors, administrators, personal representatives, assignees and successors-in-interest of the parties.

17. **Amendments to be in Writing.** This Lease shall not be altered or amended except by instrument in writing of the parties.

18. **Address for Notices, Payment of Rent.** Notices required under this Lease and rental payments shall be made at the following addresses, except as changed by written notice to the opposite party:

Lessor: Santa Fe County

Lessee:

Attn:

19. **Assignment and Subletting.** Lessee may not assign this Lease or sublet the premises.

20. **Mechanic's Lien.** Lessee will take all responsible steps to prevent the filing of any mechanics and/or materialmen's liens or other liens on the Leased Premises caused by or resulting from any work performed by or at the request of Lessee, and if filed will, at its expenses, cause the removal of any such liens within a reasonable time.

21. **Indemnification.**

a. Lessee shall defend, indemnify, and hold harmless the Lessor and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Lessor's performance or non-performance of its obligations under this Lease.

b. The Lessor shall have the right to approve any counsel retained by Lessee to defend any demand, suit, or cause of action in which the Lessor is named, such approval not to be unreasonably withheld. Lessee agrees (i) that the Lessor shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that

Appendix D – Sample Agreement

relate to the Lessor and (ii) that such suit will not be settled without Lessor's consent, such consent not to be unreasonably withheld.

c. The Lessee's obligations under this section shall not be limited by the provisions of any insurance policy Lessee is required to maintain under this Lease.

22. **Inspection.** Lessee is taking the Leased Premises "AS IS" and is relying solely on Lessee's own inspection of the same and not upon any verbal promises or representations of Lessor.

Lessor – Santa Fe County

_____, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

Date

Approved as to form:

Jeff Young
Santa Fe County Attorney

Date

Lessee –

Date

Exhibit A:

The Community Development Department, in its discretion and in consultation with appropriate County staff, or their designee, is hereby authorized by the Board of County Commissioners to issue letters of support for Community Solar projects that are determined to incorporate commitments or provisions beneficial to the local community and/or potential subscribers based upon adherence to some or all of the following criteria:

- a commitment and plan for reseedling the development site after construction of the facility, and also after the facility is decommissioned, using native, drought-tolerant, pollinator-friendly plants;
- not located within a cultural site;
- not located on land with healthy, intact ecosystems, including wetlands, riparian areas, and other environmentally-sensitive areas/sites;
- sited on brownfield, built environment, degraded land, or rooftop;
- co-located in an agricultural area to promote and create agrivoltaic systems that enhance soil health and agricultural lands;
- not located within one mile of an identified wildlife migratory corridor;
- located on publicly-owned land;
- located on county-owned land;
- has established subscriptions from county residents;
- proposed services in excess of the required minimum standards for low-income residents;
- commits to underground utility lines for entire development, where applicable;
- commits to site clean-up, remediation, and dismantling at system retirement and/or decommissioning of the facility; demonstrates financial ability to construct, maintain, operate and decommission facility;
- commits to promoting and creating workforce opportunities for residents of Santa Fe County and contracting opportunities for local businesses.

SFC CLERK RECORDED 07/19/2022

Exhibit B

OSTP Property Name	Parcel_Num	Situs_Line	Situs_City	Legal_Text	Neighbor_1	COMMUNITY	GIS_acres
	940001168	7 PIONEER PARK RD	EDGEWOOD	T10N R 7E S27 .75 AC TR B-2	Commercial Central	Town of Edgewood	0.76
Edgewood Senior Center Park	98402703	114 QUAIL TRL	EDGEWOOD	NE4 T10N R 7E S27 10 AC SE4-NE4- COUNTY PROPERTY	Edgewood City		9.24
	98500774	3 ROBERTS DR	EDGEWOOD	T10N R 7E S22 MADISON MEADOWS S/D PARK PARK TX EXEMPT	Edgewood City	Town of Edgewood	1.60
	98100941	5 MARTIN RD	MORIARTY	T10N R 8E S32 20 AC E2-SE4-SE4	Stanley		20.05
	99303163	UNASSIGNED	SANTA FE	SW 1/4 NE 1/4 AND E 1/2 NW 1/4 SEC 28; E 1/2 NE 1/4 AND NW 1/4 NE 1/4 SEC 28; LOT 1 AND SW 1/4 NW 1/4 SEC 28	Buckman Federal Lands Jacona		309.17
	99303165	UNASSIGNED	SANTA FE	LOT 2, 3, 4 & SE1/4, SE1/4 SEC 21	Buckman Federal Lands Jacona		136.41
	99303164	UNASSIGNED	SANTA FE	W 1/2 W 1/2 E 1/2 SW 1/4 & W 1/2 SW 1/4 SEC 22; W 1/2 W 1/2 E 1/2 SW 1/4 & W 1/2 NW 1/4 SEC 27	Buckman Federal Lands Jacona		200.88
	99308762	UNASSIGNED (East of Las Campanas)	SANTA FE	T17N R8E SEC 95 SANTA FE COUNTY (East of Las Campanas)	Tres Arroyos		39.62
	99304304	4312 NM 14	SANTA FE	SANTA FE COUNTY ADULT CORRECTIONAL FACILITY	VALLE VISTA		51.34
	910014084	61 CANADA DE SANTA FE	SANTA FE	LOT 4-G SANTA FE CANYON RANCH T15N R 7E S12 188.70 AC	LA CIENEGA	La Cienega/La Cieneguilla	192.52
	910014085	20 B ENTRADA LA CIENEGA	SANTA FE	T15N R 7E S12 141.470 AC LOT 4-H SANTA FE CANYON RANCH	LA CIENEGA	La Cienega/La Cieneguilla	146.78
	910014086	20 A ENTRADA LA CIENEGA	SANTA FE	T15N R 7E S12 140.380 AC LOT 4-H SANTA FE CANYON RANCH	LA CIENEGA	La Cienega/La Cieneguilla	140.55
Romero Park	910098683	2100 CAJA DEL ORO GRANT RD	SANTA FE	TAX EXEMPT PER PLAT 364/039 70.1640 AC SANTA FE COUNTY PROPERTY T17N R 9E S31 LOTS 13 & 14	Village of Agua Fria	Agua Fria	68.37

1 AN ACT
2 RELATING TO UTILITIES; ENACTING THE COMMUNITY SOLAR ACT;
3 PRESCRIBING REQUIREMENTS FOR COMMUNITY SOLAR FACILITIES,
4 SUBSCRIBER ORGANIZATIONS AND SUBSCRIPTIONS; PRESCRIBING
5 REQUIREMENTS FOR ADMINISTRATION OF A COMMUNITY SOLAR PROGRAM;
6 PROVIDING THAT RENEWABLE ENERGY CERTIFICATES ASSOCIATED WITH
7 A COMMUNITY SOLAR FACILITY ARE THE PROPERTY OF THE QUALIFYING
8 UTILITY; PROVIDING EXCEPTIONS FOR NATIVE COMMUNITY SOLAR
9 PROJECTS; DIRECTING THE PUBLIC REGULATION COMMISSION TO ADOPT
10 RULES TO IMPLEMENT A COMMUNITY SOLAR PROGRAM; ALLOWING THE
11 COMMISSION TO ESTABLISH AND COLLECT FROM SUBSCRIBER
12 ORGANIZATIONS REASONABLE APPLICATION FEES.

13
14 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

15 SECTION 1. SHORT TITLE.--Sections 1 through 9 of this
16 act may be cited as the "Community Solar Act."

17 SECTION 2. DEFINITIONS.--As used in the Community Solar
18 Act:

19 A. "commission" means the public regulation
20 commission;

21 B. "community solar bill credit" means the credit
22 value of the electricity generated by a community solar
23 facility and allocated to a subscriber to offset the
24 subscriber's electricity bill on the qualifying utility's
25 monthly billing cycle as required by the Community Solar Act;

1 C. "community solar bill credit rate" means the
2 dollar-per-kilowatt-hour rate determined by the commission
3 that is used to calculate a subscriber's community solar bill
4 credit;

5 D. "community solar facility" means a facility
6 that generates electricity by means of a solar photovoltaic
7 device, and subscribers to the facility receive a bill credit
8 for the electricity generated in proportion to the
9 subscriber's share of the facility's kilowatt-hour output;

10 E. "community solar program" or "program" means
11 the program created through the adoption of rules by the
12 commission that allows for the development of community solar
13 facilities and provides customers of a qualifying utility
14 with the option of accessing solar energy produced by a
15 community solar facility in accordance with the Community
16 Solar Act;

17 F. "Indian nation, tribe or pueblo" means a
18 federally recognized Indian nation, tribe or pueblo located
19 wholly or partially in New Mexico;

20 G. "low-income customer" means a residential
21 customer of a qualifying utility with an annual household
22 income at or below eighty percent of area median income, as
23 published by the United States department of housing and
24 urban development, or that is enrolled in a low-income
25 program facilitated by the state or a low-income energy

1 program led by the qualifying utility or as determined by the
2 commission;

3 H. "low-income service organization" means an
4 organization that provides services, assistance or housing to
5 low-income customers and may include a local or central
6 tribal government, a chapter house or a tribally designated
7 housing entity;

8 I. "nameplate capacity" means the maximum rated
9 output of electric power production equipment that is
10 commonly indicated on a nameplate physically attached to the
11 generator and expressed in megawatts alternating current;

12 J. "native community solar project" means a
13 community solar facility that is sited in New Mexico on the
14 land of an Indian nation, tribe or pueblo and that is owned
15 or operated by a subscriber organization that is an Indian
16 nation, tribe or pueblo or a tribal entity or in partnership
17 with a third-party entity;

18 K. "qualifying utility" means an investor-owned
19 electric public utility certified by the commission to
20 provide retail electric service in New Mexico pursuant to the
21 Public Utility Act or a rural electric distribution
22 cooperative that has opted in to the community solar program;

23 L. "subscriber" means a retail customer of a
24 qualifying utility that owns a subscription to a community
25 solar facility and that is by rate class a residential retail

1 customer or a small commercial retail customer or, regardless
2 of rate class, is a nonprofit organization, a religious
3 organization, an Indian nation, tribe or pueblo or tribal
4 entity, a municipality or a county in the state, a charter,
5 private or public school as defined in Section 22-1-2 NMSA
6 1978, a community college as defined in Section 21-13-2 NMSA
7 1978 or a public housing authority;

8 M. "subscriber organization" means an entity that
9 owns or operates a community solar facility and may include a
10 qualifying utility, a municipality, a county, a for-profit or
11 nonprofit entity or organization, an Indian nation, tribe, or
12 pueblo, a local tribal governance structure or other tribal
13 entity authorized to transact business in New Mexico;

14 N. "subscription" means a contract for a community
15 solar subscription entered into between a subscriber and a
16 subscriber organization for a share of the nameplate capacity
17 from a community solar facility;

18 O. "total aggregate retail rate" means the total
19 amount of a qualifying utility's demand, energy and other
20 charges converted to a kilowatt-hour rate, including fuel and
21 power cost adjustments, the value of renewable energy
22 attributes and other charges of a qualifying utility's
23 effective rate schedule applicable to a given customer rate
24 class, but does not include charges described on a qualifying
25 utility's rate schedule as minimum monthly charges, including

1 customer or service availability charges, energy efficiency
2 program riders or other charges not related to a qualifying
3 utility's power production, transmission or distribution
4 functions, as approved by the commission, franchise fees and
5 tax charges on utility bills;

6 P. "tribal entity" means an enterprise, a
7 nonprofit entity or organization or a political subdivision
8 formed under the inherent sovereignty of an Indian nation,
9 tribe or pueblo; and

10 Q. "unsubscribed electricity" means electricity,
11 measured in kilowatt-hours, generated by a community solar
12 facility that is not allocated to a subscriber.

13 SECTION 3. COMMUNITY SOLAR FACILITY REQUIREMENTS.--

14 A. A community solar facility shall:

15 (1) have a nameplate capacity rating of five
16 megawatts alternating current or less;

17 (2) be located in the service territory of
18 the qualifying utility and be interconnected to the electric
19 distribution system of that qualifying utility;

20 (3) have at least ten subscribers;

21 (4) have the option to be co-located with
22 other energy resources, but shall not be co-located with
23 other community solar facilities;

24 (5) not allow a single subscriber to be
25 allocated more than forty percent of the generating capacity

1 of the facility; and

2 (6) make at least forty percent of the total
3 generating capacity of a community solar facility available
4 in subscriptions of twenty-five kilowatts or less.

5 B. The provisions of this section shall not apply
6 to a native community solar project; provided that a native
7 community solar project shall be located in the service
8 territory of a qualifying utility and be interconnected to
9 the electric distribution system of that qualifying utility.

10 SECTION 4. OWNERSHIP OF COMMUNITY SOLAR FACILITIES.--

11 A. A community solar facility shall be owned or
12 operated by a subscriber organization.

13 B. Third-party entities or subscriber
14 organizations developing projects on the land of an Indian
15 nation, tribe, or pueblo are subject to tribal jurisdiction.

16 C. Notwithstanding any provision of the Public
17 Utility Act to the contrary, a person not otherwise a public
18 utility shall not be deemed to be a public utility subject to
19 the provisions of the Public Utility Act solely because the
20 person owns, controls or operates all or any part of a
21 community solar facility.

22 SECTION 5. SUBSCRIPTION REQUIREMENTS.--

23 A. A subscription shall be:

24 (1) sized to supply no more than one hundred
25 percent of the subscriber's average annual electricity

1 consumption; and

2 (2) transferable and portable within the
3 qualifying utility service territory.

4 B. The provisions of this section shall not apply
5 to a native community solar project; provided that
6 subscriptions to a native community solar project shall be
7 transferable and portable within the qualifying utility
8 service territory.

9 SECTION 6. COMMUNITY SOLAR PROGRAM ADMINISTRATION.--

10 A. A qualifying utility shall:

11 (1) acquire the entire output of a community
12 solar facility connected to its distribution system;

13 (2) apply community solar bill credits to
14 subscriber bills within one billing cycle following the cycle
15 during which the energy was generated by the community solar
16 facility;

17 (3) provide community solar bill credits to
18 a community solar facility's subscribers for not less than
19 twenty-five years from the date the community solar facility
20 is first interconnected;

21 (4) carry over any amount of a community
22 solar bill credit that exceeds the subscriber's monthly bill
23 and apply it to the subscriber's next monthly bill unless and
24 until the subscriber cancels service with the qualifying
25 utility; and

1 (5) on a monthly basis and in a standardized
2 electronic format, provide to the subscriber organization a
3 report indicating the total value of community solar bill
4 credits generated by the community solar facility in the
5 prior month as well as the amount of the community solar bill
6 credits applied to each subscriber.

7 B. A subscriber organization shall, on a monthly
8 basis and in a standardized electronic format, provide to the
9 qualifying utility a list indicating the kilowatt-hours of
10 generation attributable to each subscriber. Subscriber lists
11 may be updated monthly to reflect canceling subscribers and
12 to add new subscribers.

13 C. If a community solar facility is not fully
14 subscribed in a given month, the unsubscribed energy may be
15 rolled forward on the community solar facility account for up
16 to one year from its month of generation and allocated by the
17 subscriber organization to subscribers at any time during
18 that period. At the end of that period, any undistributed
19 bill credit shall be removed, and the unsubscribed energy
20 shall be purchased by the qualifying utility at its
21 applicable avoided cost of energy rate as approved by the
22 commission.

23 D. The environmental attributes, including
24 renewable energy certificates, associated with a community
25 solar facility shall be owned by the qualifying utility to

1 whose electric distribution system the community solar
2 facility is interconnected; provided that environmental
3 attributes associated with a native community solar project
4 shall be owned by the owner of the native community solar
5 project.

6 E. Nothing in the Community Solar Act shall
7 preclude an Indian nation, tribe or pueblo from using
8 financial mechanisms other than subscription models,
9 including virtual and aggregate net-metering, for native
10 community solar projects.

11 SECTION 7. PUBLIC REGULATION COMMISSION--ENFORCEMENT
12 AND RULEMAKING.--

13 A. The commission shall administer and enforce the
14 rules and provisions of the Community Solar Act, including
15 regulation of subscriber organizations in accordance with the
16 Community Solar Act and oversight and review of the consumer
17 protections established for the community solar program.

18 B. The commission shall adopt rules to establish a
19 community solar program by no later than April 1, 2022. The
20 rules shall:

21 (1) provide an initial statewide capacity
22 program cap of two hundred megawatts alternating current
23 proportionally allocated to investor-owned utilities until
24 November 1, 2024. The statewide capacity program cap shall
25 exclude native community solar projects and rural electric

1 distribution cooperatives;

2 (2) establish an annual statewide capacity
3 program cap to be in effect after November 1, 2024;

4 (3) require thirty percent of electricity
5 produced from each community solar facility to be reserved
6 for low-income customers and low-income service
7 organizations. The commission shall issue guidelines to
8 ensure the carve-out is achieved each year and develop a list
9 of low-income service organizations and programs that may
10 pre-qualify low-income customers;

11 (4) establish a process for the selection of
12 community solar facility projects and allocation of the
13 statewide capacity program cap, consistent with Section
14 13-1-21 NMSA 1978 regarding resident business and resident
15 veteran business preferences;

16 (5) require a qualifying utility to file the
17 tariffs, agreement or forms necessary for implementation of
18 the community solar program;

19 (6) establish reasonable, uniform, efficient
20 and non-discriminatory standards, fees and processes for the
21 interconnection of community solar facilities that are
22 consistent with the commission's existing interconnection
23 rules and interconnection manual that allows a qualifying
24 utility to recover reasonable costs for administering the
25 community solar program and interconnection costs for each

1 community solar facility, such that a qualifying utility and
2 its non-subscribing customers do not subsidize the costs
3 attributable to the subscriber organization pursuant to this
4 paragraph;

5 (7) provide consumer protections for
6 subscribers, including a uniform disclosure form that
7 identifies the information that shall be provided by a
8 subscriber organization to a potential subscriber, in both
9 English and Spanish, and when appropriate, native or
10 indigenous languages, to ensure fair disclosure of future
11 costs and benefits of subscriptions, key contract terms,
12 security interests and other relevant but reasonable
13 information pertaining to the subscription, as well as
14 grievance and enforcement procedures;

15 (8) provide a community solar bill credit
16 rate mechanism for subscribers derived from the qualifying
17 utility's total aggregate retail rate on a per-customer-class
18 basis, less the commission-approved distribution cost
19 components, and identify all proposed rules, fees and
20 charges; provided that non-subscribers shall not subsidize
21 costs attributable to subscribers; and provided further that
22 if the commission determines that it is in the public
23 interest for non-subscribers to subsidize subscribers,
24 non-subscribers shall not be charged more than three percent
25 of the non-subscribers' aggregate retail rate on an annual

1 basis to subsidize subscribers;

2 (9) reasonably allow for the creation,
3 financing and accessibility of community solar facilities;
4 and

5 (10) provide requirements for the siting and
6 co-location of community solar facilities with other energy
7 resources; provided that community solar facilities shall not
8 be co-located with other community solar facilities.

9 C. The commission may through rule establish a
10 reasonable application fee for subscriber organizations that
11 is designed to cover a portion of the administrative costs of
12 the commission in carrying out the community solar program.
13 Application fees collected by the commission shall be
14 remitted to the state treasurer no later than the day after
15 their receipt.

16 D. The commission shall solicit input from
17 relevant state agencies, public utilities, low-income
18 stakeholders, disproportionately impacted communities,
19 potential owners or operators of community solar facilities,
20 Indian nations, tribes and pueblos and other interested
21 parties in its rulemaking process.

22 E. By no later than November 1, 2024, the
23 commission shall provide to the appropriate interim
24 legislative committee a report on the status of the community
25 solar program, including the development of community solar

1 facilities, the participation of investor-owned utilities and
2 rural electric distribution cooperatives, low-income
3 participation, the adequacy of facility size, proposals for
4 alternative rate structures and bill credit mechanisms,
5 cross-subsidization issues, local developer project selection
6 and expansion of the local solar industry, community solar
7 facilities' effect on utility compliance with the renewable
8 portfolio standard and an evaluation of the effectiveness of
9 the commission's rules to implement the Community Solar Act
10 and any recommended changes.

11 SECTION 8. RURAL ELECTRIC DISTRIBUTION COOPERATIVES.--

12 A rural electric distribution cooperative may opt in to the
13 community solar program and provide interconnection and
14 retail electric services to community solar developments on
15 a per-project or system-wide basis within its service
16 territory. The decision of a rural electric distribution
17 cooperative to opt in to the community solar program shall be
18 in the sole discretion of the cooperative's governing board.

19 SECTION 9. Section 62-15-35 NMSA 1978 (being Laws 2007,
20 Chapter 4, Section 2, as amended by Laws 2015, Chapter 64,
21 Section 1 and by Laws 2015, Chapter 71, Section 1) is amended
22 to read:

23 "62-15-35. RENEWABLE ENERGY CERTIFICATES--COMMISSION
24 DUTIES.--The public regulation commission shall establish:

25 A. a system of renewable energy certificates that

1 can be used by a distribution cooperative to establish
2 compliance with the renewable portfolio standard and that may
3 include certificates that are monitored, accounted for or
4 transferred by or through a regional system or trading
5 program for any region in which a rural electric cooperative
6 is located. The kilowatt-hour value of renewable energy
7 certificates may be varied by renewable energy resource or
8 technology; provided that:

9 (1) each renewable energy certificate shall
10 have a minimum value of one kilowatt-hour for purposes of
11 compliance with the renewable portfolio standard;

12 (2) three thousand four hundred twelve
13 British thermal units of useful thermal energy is equivalent
14 to one kilowatt hour for purposes of compliance with the
15 renewable portfolio standard; and

16 (3) the following equation shall be used to
17 calculate the annual renewable energy certificate value for a
18 geothermal heat pump system: (coefficient of performance of
19 heat pump unit - 1) X (ton rating of heat pump unit/.9) =
20 number of megawatt-hours of renewable energy certificates;
21 and

22 B. requirements and procedures concerning
23 renewable energy certificates that include the provisions
24 that:

25 (1) renewable energy certificates:

1 (a) are owned by the generator of the
2 renewable energy unless: 1) the renewable energy
3 certificates are transferred to the purchaser of the energy
4 through specific agreement with the generator; 2) the
5 generator is a qualifying facility, as defined by the federal
6 Public Utility Regulatory Policies Act of 1978, in which
7 case the renewable energy certificates are owned by the
8 distribution cooperative purchaser of the renewable energy
9 unless retained by the generator through specific agreement
10 with the distribution cooperative purchaser of the energy; 3)
11 a contract for the purchase of renewable energy is in effect
12 prior to January 1, 2004, in which case the renewable energy
13 certificates are owned by the purchaser of the energy for the
14 term of such contract; or 4) the generator is a community
15 solar facility, excluding a native community solar project,
16 as those terms are defined in the Community Solar Act, in
17 which case the renewable energy certificates are owned by the
18 distribution cooperative to whose electric distribution
19 system the community solar facility is interconnected;

20 (b) may be traded, sold or otherwise
21 transferred by their owner to any other party; provided that
22 the transfers and use of the certificate by a distribution
23 cooperative for compliance with the renewable energy
24 portfolio standard shall require the electric or useful
25 thermal energy represented by the certificate to be

1 contracted for delivery or consumed, or generated by an
2 end-use customer of the distribution cooperative in
3 New Mexico unless the commission determines that the
4 distribution cooperative is participating in a national or
5 regional market for exchanging renewable energy certificates;

6 (c) that are used for the purpose of
7 meeting the renewable portfolio standard shall be registered,
8 beginning January 1, 2008, with a renewable energy generation
9 information system that is designed to create and track
10 ownership of renewable energy certificates and that, through
11 the use of independently audited generation data, verifies
12 the generation and delivery of electricity or useful thermal
13 energy associated with each renewable energy certificate and
14 protects against multiple counting of the same renewable
15 energy certificate;

16 (d) that are used once by a
17 distribution cooperative to satisfy the renewable portfolio
18 standard and are retired or that are traded, sold or
19 otherwise transferred by the distribution cooperative shall
20 not be further used by the distribution cooperative; and

21 (e) that are not used by a distribution
22 cooperative to satisfy the renewable portfolio standard or
23 that are not traded, sold or otherwise transferred by the
24 distribution cooperative may be carried forward for up to
25 four years from the date of issuance and, if not used by that

1 time, shall be retired by the distribution cooperative; and

2 (2) a distribution cooperative shall be
3 responsible for demonstrating that a renewable energy
4 certificate used for compliance with the renewable portfolio
5 standard is derived from eligible renewable energy resources
6 and has not been retired, traded, sold or otherwise
7 transferred to another party."

8 SECTION 10. Section 62-16-5 NMSA 1978 (being Laws 2004,
9 Chapter 65, Section 5, as amended) is amended to read:

10 "62-16-5. RENEWABLE ENERGY CERTIFICATES--COMMISSION
11 DUTIES.--

12 A. The commission shall establish:

13 (1) a system of renewable energy
14 certificates that can be used by a public utility to
15 establish compliance with the renewable portfolio standard
16 and that may include certificates that are monitored,
17 accounted for or transferred by or through a regional system
18 or trading program for any region in which a public utility
19 is located; and

20 (2) requirements and procedures concerning
21 requirements for renewable energy certificates pursuant to
22 Subsections B and C of this section.

23 B. Renewable energy certificates:

24 (1) are owned by the generator of the
25 renewable energy unless:

1 (a) the renewable energy certificates
2 are transferred to the purchaser of the electricity through
3 specific agreement with the generator;

4 (b) the generator is a qualifying
5 facility, as defined by the federal Public Utility Regulatory
6 Policies Act of 1978, in which case the renewable energy
7 certificates are owned by the public utility purchaser of the
8 renewable energy;

9 (c) a contract for the purchase of
10 renewable energy is in effect prior to July 1, 2019, in which
11 case the renewable energy certificates are owned by the
12 purchaser of the electricity for the term of such contract,
13 unless otherwise agreed to in a contract approved by the
14 commission; or

15 (d) the generator is a community solar
16 facility, excluding a native community solar project, as
17 those terms are defined in the Community Solar Act, in which
18 case the renewable energy certificates are owned by the
19 public utility to whose electric distribution system the
20 community solar facility is interconnected;

21 (2) may be traded, sold or otherwise
22 transferred by their owner, unless the certificates are from
23 a rate-based public utility plant, in which case the entirety
24 of the renewable energy certificates from that plant shall be
25 retired by the utility on behalf of itself or its customers.

1 Any contract to purchase renewable energy entered into by a
2 public utility on or after July 1, 2019 shall include
3 conveyance to the purchasing utility of all renewable energy
4 certificates, and the entirety of those certificates shall be
5 retired by that utility on behalf of itself or its customers
6 or subsequently transferred to a retail customer for
7 retirement under a voluntary program for purchasing renewable
8 energy approved by the commission. A utility shall not claim
9 that it is providing renewable energy from generation
10 resources for which it has traded, sold or transferred the
11 associated renewable energy certificates. The commission
12 shall not disallow the recovery of the cost associated with
13 any expired renewable energy certificate. The public utility
14 shall annually file a report with the commission discussing:

15 (a) its use, sale, trading or transfer
16 of renewable energy certificates; and

17 (b) whether and how its public claims
18 of renewable energy generation account for renewable energy
19 certificates that it has traded, sold or transferred;

20 (3) that are used for the purpose of meeting
21 the renewable portfolio standard shall be registered with a
22 renewable energy generation information system that is
23 designed to create and track ownership of renewable energy
24 certificates and that, through the use of independently
25 audited generation data, verifies the generation and delivery

1 of electricity associated with each renewable energy
2 certificate and protects against multiple counting of the
3 same renewable energy certificate; and

4 (4) may be carried forward for up to four
5 years from the date of issuance to establish compliance with
6 the renewable portfolio standard, after which they shall be
7 deemed retired by the public utility.

8 C. A public utility shall be responsible for
9 demonstrating that a renewable energy certificate used for
10 compliance with the renewable portfolio standard is derived
11 from eligible renewable energy resources."

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THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

ORDINANCE NO. 2022- 05

AN ORDINANCE
AMENDING THE SUSTAINABLE LAND DEVELOPMENT CODE, ORDINANCE NO.
2016-9, TO ADD A DEFINITION OF COMMUNITY SOLAR, TO ADD A NEW
SECTION 10.25 TO ADDRESS STANDARDS FOR COMMUNITY SOLAR
FACILITIES AND TO ADD A NEW CLAUSE TO SECTION 8.11.3.5.2 TO
PROHIBIT A COMMUNITY OVERLAY DISTRICT FROM RESTRICTING THE
LOCATION AND PROCEDURES FOR INSTALLING COMMUNITY SOLAR
FACILITIES

BE IT ENACTED BY THE BOARD OF COUNTY COMMISSIONERS
("BOARD") OF SANTA FE COUNTY ("COUNTY"):

1. The Board makes the following findings with regard to community solar:
 - a. The Board adopted and restated the Santa Fe County Sustainable Land Development Code ("SLDC") on December 13, 2016, via Ordinance No. 2016-9.
 - b. Community solar is a use not specifically enumerated in Use Tables and Use Matrix in Appendix B of the SLDC.
 - c. The SLDC identifies Commercial Solar within Use Matrix in Appendix B. However, the SLDC does not currently identify Community Solar within the Use table.
 - d. The New Mexico Governor signed the Community Solar Act, or SB84, into law on April 5, 2021.
 - e. The New Mexico Public Regulation Commission's Community Solar Rule was adopted on March 30, 2022.
 - f. The Board has determined that community solar should have different Use Tables and Use Matrix than Commercial Solar to accommodate the needs of community solar development.

2. Appendix A of the SLDC is hereby amended to include the following definition:

Community Solar Facility: is a facility governed by the 2021 New Mexico Community Solar Act (as may be amended) that generates, and may store, electricity by means of a solar photovoltaic device; subscribers to the facility receive a bill credit for the electricity generated in proportion to the subscriber's share of the facility's kilowatt-hour output.

SFC CLERK RECORDED 07/19/2022

Commercial Solar Energy Production Facility: is a renewable energy production facility that uses sunlight to generate, and may store, energy for sale or profit.

3. Chapter 10 of the SLDC is hereby amended to add a new section as follows:

10.25 Community Solar

10.25.1 Purpose and Findings- The purpose of regulating community solar is to facilitate the development of renewable resources to serve the County's constituents and to meet the goals of the Sustainable Growth Management Plan. The County aims to accommodate the needs of community solar development and to only require the minimum standards to attempt to minimize the adverse effects on neighboring properties.

10.25.2 Applicability

Community solar projects are considered a permitted use in all zoning Districts.

10.25.3 Standards

1. Buffering and screening is not required for ground mounted facilities. If fencing is proposed for security purposes, agricultural fencing with six (6) inch knots for wildlife is recommended.

2. External access roads for ground mounted facilities may reduce the road easement width for off-site and on-site driveways to no less than twenty (20) feet if adequate drainage control is provided and may allow the surface to be hardpacked dirt with compaction of 95% of the maximum density. If the access road adjoins a paved road, an asphalt or concrete apron of ten (10) feet in width will be required to protect the pavement.

3. On-site driveways for ground-mounted facilities may reduce standards as identified in Section 7.11.12.2 (additional standards for residential driveways), as access will be minimal for this type of development.

4. Disturbed area shall be reseeded with drought tolerant native plant species for pollinator friendly habitat. Weeds and plant materials shall be properly managed to reduce fire risks.

5. Utility lines shall comply with Section 7.12 of the SLDC. The connection between the community solar facility and the electric utility infrastructure shall be considered a local distribution facility.

6. A five (5) foot setback is required on all sides of a community solar facility that is twenty (20) feet in height or less. A community solar facility that is over twenty (20) feet in height shall meet the setback requirements of the zoning district in which the facility is located.

SFC CLERK RECORDED 07/19/2022

7. Community solar facilities located on a non-residential or multifamily rooftop shall be allowed to be eight (8) feet higher than the building on the rooftop of which the community solar facilities are located but in no event more than eight feet (8') above the height limit otherwise imposed on structures in that zoning district. Rooftop community solar facilities shall be set back five (5) feet from the sides of the building.

8. State approval shall be submitted prior to development permit issuance.

9. Community solar facilities shall be set back three-hundred (300) feet from rivers, streams, wetlands and all riparian areas.

10. Decommissioning

- a. The owner/operator shall, at its expense, complete decommissioning of the community solar facility within twelve (12) months after the end of the useful life of the facility. Decommissioning must occur in the event the facility is not generating electricity for twelve (12) consecutive months.
- b. Decommissioning shall include removal of all solar panels, structures, cabling, electrical components, roads, and foundations to a depth of thirty-six (36) inches, as well as any other associated facilities/equipment with satisfactory disposal and recycling of equipment. Disturbed earth shall be graded and reseeded with drought-tolerant native plant species.
- c. An independent and New Mexico state certified professional engineer shall be retained to estimate the total cost of decommissioning ("Decommissioning Costs") without regard to salvage value of the equipment, and the cost of decommissioning net of salvage value of the equipment ("Net Decommissioning Costs"). Said estimates shall be submitted to the County after the first year of operation and every fifth year thereafter.
- d. The owner/operator shall provide assurances that financial resources will be available to fully decommission the site.
- e. The owner/operator is required to post a bond, letter of credit, or the establishment of an escrow account to ensure proper decommissioning.

4. Section 8.11.3.5.2 is hereby amended by deleting "or" from subparagraph j; replacing the "." in subparagraph k with "; or"; and adding the following new subparagraph l:

"l. location of and procedure for approving and installing a community solar facility."


5. The effective date of the amendments to the SLDC adopted by this Ordinance shall be 30 days after this Ordinance is recorded with the County Clerk.

PASSED, APPROVED AND ADOPTED THIS 17th DAY OF July, 2022.

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY.**

By: Anna Hamilton
Anna Hamilton, Chairperson

ATTEST:

ATTEST:

Katharine E. Clark
County Clerk

APPROVED AS TO FORM:

Roger Price
Jeff Young
Santa Fe County Attorney



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC ORDINANCE
PAGES: 7

I Hereby Certify That This Instrument Was Filed for
Record On The 19TH Day Of July, 2022 at 02:22:31 PM
And Was Duly Recorded as Instrument # 1993281
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy Dorothy Romero County Clerk, Santa Fe, NM



SEC CLERK RECORDED 07/19/2022