

**SANTA FE COUNTY
GROWTH MANAGEMENT
REQUEST FOR PROPOSALS**



**MOBILE APPLICATION SERVICES
SFC TRAILS APP**

RFP NO. 2018-0292-GM/MAM

APRIL 2018

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I. ADVERTISEMENT

**REQUEST FOR PROPOSALS
MOBILE APPLICATION SERVICES
SFC TRAILS APPLICATION
RFP NO. 2018-0292-GM/MAM**

The Santa Fe County Growth Management Department is requesting proposals from qualified Offerors to update, maintain and enhance the Santa Fe County Trails Mobile App. 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 (MDT) on Friday, June 1, 2018 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By submitting a proposal for the requested services each Offeror is certifying that their proposal complies with regulations and requirements stated within the Request for Proposals.

A **Pre-Proposal Conference** will be held on **Monday, May 14, at 10:30AM** at the Santa Fe County Community Services Department's Conference Room located at 2052 Galisteo Road in the Old Magistrate Bldg., Santa Fe, NM for all interested Offerors to review and discuss the proposal packet. The Pre-Proposal is not mandatory but attendance is strongly encouraged.

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

Request for proposals will be available by contacting Michelle A. Marmion, Procurement Specialist, Senior, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico 87501, by telephone at (505) 992-6753 or by email at mmarmion@santafecountynm.gov or on our website at [http://www.santafecountynm.gov/asd/current bid solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations)

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

Santa Fe County
Purchasing Division
Publish: 04/29&30/2018

II. CONTRACT OBJECTIVES

A. PURPOSE AND BACKGROUND OF THIS REQUEST FOR PROPOSAL

The existing Santa Fe County (SFC) Mobile Trails Application (app) was an Economic Development business incubator project effort initiated in 2015. It was officially implemented in 2016. This mobile app is presently available for download and use from Google Play and Apple App Store stores. The Trails Application identifies the location of each trail the user selects on a map background. The map contains descriptions for each trail in Santa Fe County, the level of difficulty and specific traits by activity types. Casual hikers or ardent backpackers have the ability to explore recreational opportunities on their iPhones and Android devices.

The SFC Mobile Trails App requires updates, enhancements, and ongoing maintenance and is the focus of Phase 1. The mobile app code (including application library, Plugin, etc.) is more than 25 versions behind the current React Native code. React Native code was chosen to allow one mobile app that works across both iPhone and Android devices. Mapbox was used for showing location information. The mobile app source code was posted to GitHub in 2016 and is presently freely available for download at this link: <https://github.com/OpenFuture/OpenTrails>. This code does not include subsequent minor updates to 1) add a message reminding users to enable their location on their mobile devices to see their location on the trail, and 2) to accommodate changes Santa Fe County made from HTTP to HTTPS for its trails data. Santa Fe County wants to update the Trails Mobile App before it gets code too far behind and requires an entire re-write. Enhancements are requested in addition to placing the Trails Mobile App on an ongoing maintenance plan. The updated and enhanced mobile app's should be user friendly and increase efficiency. Phase 2 entails either evolving this SFC Mobile Trails App into an Outdoor Adventure Mobile Application, or creating a new mobile application for this purpose. Phase 3 entails developing future mobile applications intended primarily for economic development purposes (these could include mobile apps related to arts and culture, film, food, etc.).

Santa Fe County is interested in cost effective approaches to leverage mobile app code development and to apply functionality from one mobile app to future apps created. Santa Fe County requests a standard look and feel to mobile apps developed. Santa Fe County is looking for experienced and established vendors with a history of providing and maintaining successful applications similar to the ones requested in this RFP. Ease of updates is key. Santa Fe County is open to different approaches to mobile application development and it is important to discuss the pros and cons of proposed approaches. It is important that vendors demonstrate both the capacity and capability to perform all three phases of work outlined in this RFP and to perform mobile apps maintenance. The selected vendor must demonstrate proficiency in writing, updating, and maintaining mobile applications using React Native code.

B. SCOPE OF WORK

These services shall be provided in three separate phases for mobile application and update. At this time due to budgetary constraints only Phase 1 has a mandatory completion date of October 31, 2018. *Phase 2 & 3 will be an optional service if and only if funding becomes available.*

The Contractor shall:**Phase 1 – Update, enhance and maintain the SFC Mobile Trails App**

1. Update, enhance and redeploy SFC Trails Mobile App.:
 - a. Perform a one-time update of the SFC Trails Mobile App (software, code, application library, Plugin, et.al.) to most current code version. Perform the update using React Native code and other code utilized in the existing mobile app. Use Mapbox (or present an equivalent alternative for SFC approval) for mapping. Include coding updates to ensure users can see their location while using the mobile app and to ensure users can see their location while using the mobile app and to ensure the mobile app is configured to operate with data from SFC HTTPS environment (i.e. REST Services, etc.). Ensure coding updates allow users to access data off-line. Areas exist within Santa Fe County where cell coverage is limited, intermittent, or non-existent.
 - b. For any and all new graphics are proposed, provide Santa Fe County with draft graphic designs for each mobile app page/element for review, acceptance, and approval by Santa Fe County,
 - c. Add overview maps:
 - i. Add an overview map showing all trails with Santa Fe County. The mobile app shall be structured to allow users to continue to select trails by name or to select trails from the all trails overview map.
 1. The all trails overview map shall allow the user to click on a trail system that take the user to that specific trail system’s page. Show each trail system name on the all trails overview map.
 - ii. Add an overview map for each trail system.
 1. Once the user selects a trails system, the mobile app shall take the user to the page for that trail system and have an overview map for the trail system. Each trail system overview map shall allow the user to click on a trail segment and take the user to that specific trail segment’s map page.
 - iii. Have individual trail segments show connections to the rest of the trail system. Presently the mobile app does not show these connections.
 - d. Add trail markers and other trail features to each trail system. (Note: As SFC continues to inventory trail features, future updates to this GIS dataset are expected).
 - e. Add elevation profiles. Elevation profiles show the elevation gain or drop along a trail, it provides the user with a way to gauge the effort a hike will take. It includes a slider that the user can move to understand elevation gain and loss along the trail.

- i. Add elevation profiles to trails data that allows the user to select trails and see the elevation profile of a particular trail or of a particular hike the user wants to take.

The elevation profile should function similar to the elevation profile located SFC's web-based-application:

<https://santafecountynm.maps.arcgis.com/app/MapSeries/index.html?appid=494c97891d524635936a5b9b759d7c63>.

- ii. Elevation profiles shall be provided by trail segment.
 - iii. Elevation profiles shall also be designed to allow the user to define a custom hike within and across connecting trail systems to see the associated elevation of the user's planned hike.
- f. The app shall be developed to be responsive in both the mobile and tablet environment.
 - g. The app shall allow users to access data off-line. Areas exist within Santa Fe County where cell coverage is limited, intermittent, or non-existent.
 - h. Configure app (map data, user interface, user interaction, et. al). App development works shall include all necessary wire framing, API integration, etc.
 - i. Troubleshoot, debug, test, perform quality assurance/quality control, and provide support. The vendor shall perform testing to ensure the app works across iPhone and Android mobile and tablet devices. Results of testing shall be provided to SFC. Santa Fe County shall be provided a mutually agreed upon timeframe, no less than two weeks, to test the application as part of the quality assurance/quality control process to the County's satisfaction. Should testing result in additional work necessary to complete the required update, SFC shall be provided an additional mutually agreed upon timeframe, no less than two weeks, to test the application following each sub-sequent change.
 - j. Redeploy the final updated mobile app to Google Play and Apple App store stores. Testing and redeployment shall continue until the app functions as required and to the satisfaction of Santa Fe County.

2. Maintain SFC Trails Mobile App:

- a. Maintain the Trails Mobile App on a monthly basis. Maintenance tasks shall include, but are not limited to:
 - i. Keep the mobile app updated (software, code, application library, Plugin, et. al);
 - ii. Troubleshoot, debug, test, provide quality assurance/quality control, and support

related to monthly updates.

- iii. Provide as needed minor mobile app enhancements such as data updates.
Minor mobile app graphics and functionality enhancements.
- iv. Redeploy to Google Play and Apple App Store stores as needed.
- v. The app maintenance shall ensure the app shall remain fully functional.
- vi. Download on a monthly basis usage statistics for the app from both the Google Play and Apple App Store stores and email these statistics to SFC by the first of every month.

Phase 2 - Develop, deploy, and maintain a Santa Fe County Outdoor Adventure mobile application.

Evolve the existing SFC Trails Mobile App into the Outdoor Adventure App, or build a new Outdoor Adventure app as directed by Santa Fe County. Santa Fe County prefers to leverage its investment in its trails mobile app and evolve this mobile app into the Outdoor Adventure app. It is anticipated to be a more cost effective route to take the existing trails mobile app and incorporate additional backend code to facilitate a new screen page with adventures a user chooses, and then link additional adventure pages. However, proposals for a new mobile application will be considered that that present a sound business and cost case for creating a new app instead of evolving the existing trails mobile app. Based on this vendor input, if Santa Fe County chooses to build a new Outdoor Adventure App, then Santa Fe County would have two mobile apps, the Trails App and the new Outdoor Adventure App.

The Outdoor Adventure App would guide users to locations of their recreation of choice (such as hiking, mountain biking, horseback riding, skiing, cross country skiing, basketball, tennis, parks, etc.) The goal is to make it easy for users to find locations to recreate. This encourages a healthy community.

If the trails mobile app is evolved into the Outdoor Adventure App, it is anticipated that the trails mobile app name would be replaced with the new Santa Fe County Outdoor Adventure App name and the app would be redeployed to the Google Play and Apple Stores under the new name. The description accompanying the Outdoor Adventure App in the Google Play and Apple Stores would explain the evolution.

The final scope for Phase 2 tasks shall be provided at a future date as a mutually agreed upon contract amendment. The Outdoor Adventure app shall use React Native code (or present an equivalent alternative for approval by Santa Fe County) that allows one mobile app to be created for deployment to both iPhone and Android devices. Location information shall be displayed using Map box (or present an equivalent alternative for approval by Santa Fe County).

- 1) The Outdoor Adventure app shall be developed to achieve the following:

- a. Provide an opening screen to allow the user to choose an adventure type (including but not limited to Hiking, Mountain Biking, Horseback Riding, Downhill Skiing, Cross Country Skiing, Snowboarding, Snow Shoeing, Parks, Dog Parks, Skate Parks, Tennis, Basketball, Golf, etc.). Icons and graphics developed shall match the adventure type. Once the user selects an adventure type, the next screen shall take the user to a main page for that adventure type, have names of features related to the adventure, and have an associated overview map (see overview map requirements of Phase 1). Once the user makes a feature selection, a new screen shall open related to that particular feature with an associated overview map for that feature. If it is a linear feature, it must have an associated elevation profile similar to the elevation profile for trails (see elevation profile requirements of Phase 1).
- b. Provide overview maps for each linear features (such as hiking trails, mountain bike trails, horseback riding trails, cross country ski trails, etc.). Show connections for linear features similar to the connections for trail segments (see requirements of Phase 1).
- c. Provide elevation profile of each linear feature that allows the user to trace a user-defined path and understand the elevation profile of their intended activity. Elevation profiles are not needed for point features (such as parks, tennis courts, basketball courts, etc.).
- d. Show photographs and descriptions for features within each adventure type.
- e. Allow users to search by feature amenities (such as show me parks that have play structures, etc.).
- f. Allow users to save their favorites.
- g. The app shall be developed to be responsive in both mobile and tablet environments.
- h. The app shall allow users to access data off-line. Areas exist within Santa Fe County where cell coverage is limited, intermittent, or non-existent.
- i. For any and all new graphics are proposed, provide Santa Fe County with draft graphic designs for each mobile app page/element for review, acceptance, and approval by Santa Fe County.
- j. Develop icons, graphics, and back-end connections as data is updated and new adventure types are added.

- k. The mobile app shall be developed to be easily updatable as new data becomes available and shall achieve the following:
- i. Build and maintain an interface for Santa Fe County and/or the selected vendor to provide data updates as needed and add new adventure types as data becomes available.
 - 1. Santa Fe County and/or the selected vendor may aggregate data over time and add an adventure type as data becomes available. Other entities may participate in data aggregation. Data aggregated by the vendor for the app shall be provided to Santa Fe County in a format acceptable to the County and shall become the sole ownership of Santa Fe County.
 - 2. Santa Fe County and/or the selected vendor may provide wording and photographs for adventures and adventure features. Other entities may participate in wording and photographs. Wording or photographs provided by the vendor for the app shall be provided to Santa Fe County in a format acceptable to the County and shall become the sole ownership of Santa Fe County.
 - 3. Where data exists, Santa Fe County will provide data in GIS format as either shapefiles, or as feature classes in a GIS file geodatabase, or as REST services, or in KML. (If an additional format is to be requested, please ask this question during the initial phase of the RFP process during the timeframe when vendor questions are allowed.) Please specify desired data and format of data. The mobile app may be required to accommodate input data with different coordinate systems. Address how different coordinate systems of the native data will be managed, and/or types of coordinate system transformations needed, to accomplish the mobile app development and update.
 - l. The app shall be developed to be responsive in both mobile and tablet environments.
 - m. The app shall allow users to access data off-line. Areas exist within Santa Fe County where cell coverage is limited, intermittent, or non-existent.
 - n. Configure app (map data, user interface, user interaction, et.al.). App development works shall include all necessary wire framing, API integration, etc.
 - o. Troubleshoot, debug, test, perform quality assurance/quality control, and provide support. The vendor shall perform testing to ensure the app works across iPhone

and Android mobile and tablet devices. Results of testing shall be provided to Santa Fe County. Santa Fe County shall be provided a mutually agreed upon timeframe, no less than two weeks, to test the application as part of the quality assurance/quality control process to the County's satisfaction. Should testing result in additional work necessary to complete the required update, Santa Fe County shall be provided an additional mutually agreed upon timeframe, no less than two weeks, to test the application following each subsequent change

- p. Redeploy the final updated mobile app to Google Play and Apple App Store stores. Testing and redeployment shall continue until the app functions as required and to the satisfaction of Santa Fe County.
- 2) Provide on-going maintenance costs and corresponding maintenance plan that shall achieve the following:
- a. Maintain mobile apps on a monthly basis (break out the costs monthly and yearly with option to pay on a yearly basis). Maintenance tasks shall include:
 - i. Keep mobile apps updated (software, code, application library, Plugin, et.al.);
 - ii. Provide troubleshooting, debugging, testing, quality assurance/quality control, and support related to monthly updates;
 - iii. Include minor mobile apps enhancements such as data updates, minor mobile apps graphics and functionality enhancements; and
 - iv. Include redeployment to Google Play and Apple App Store stores as needed.
 - v. The apps maintenance shall ensure the apps shall remain fully functional.
 - vi. Download on a monthly basis usage statistics for the apps from both the Google Play and Apple App Store stores and email these statistics to Santa Fe County by the first of every month.

Phase 3 - Develop, deploy, and maintain new Santa Fe County mobile applications for iPhone and Android devices.

Develop, deploy, and maintain new Santa Fe County mobile applications for iPhone and Android devices. These new mobile apps are intended primarily for economic development purposes (these could include mobile apps related to arts and culture, film, food, etc.). A detailed scope and deliverables for Phase 3 tasks will be provided at a future date as a mutually agreed upon contract amendment. Future mobile apps may be requested to take into account evolving mobile

technology including but not limited to augmented reality, 3D, etc. Provide typical costs for mobile app development scenarios.

1) New mobile applications shall be developed to include:

- a. Use React Native code (or an equivalent alternative for approval by Santa Fe County) that shall allow one mobile app to be created for deployment to both iPhone and Android devices. Use Mapbox for displaying location information (or an equivalent alternative for approval by Santa Fe County). Employ functionality from prior mobile apps into new mobile applications where appropriate. Include deployment of mobile apps and updates to Google Play and Apple App Store stores.
- b. For any and all new graphics are proposed, provide Santa Fe County with draft graphic designs for each mobile app page/element for review, acceptance, and approval by Santa Fe County.
 - i. Develop icons, graphics, and back-end connections as data is updated and new adventure types are added.
- c. The mobile app shall be developed to be easily updatable as new data becomes available and shall achieve the following:
 - i. Build and maintain an interface for Santa Fe County and/or the selected vendor to provide data updates as needed and add new adventure types as data becomes available (as determined by Santa Fe County in the final scope for this phase based on input from the vendor).
 1. Santa Fe County and/or the selected vendor may aggregate data over time and add an adventure type as data becomes available. Other entities may participate in data aggregation. Data aggregated by the vendor for the app shall be provided to Santa Fe County in a format acceptable to the County and shall become the sole ownership of Santa Fe County.
 2. Santa Fe County and/or the selected vendor may provide wording and photographs for adventures and adventure features. Other entities may participate in wording and photographs. Wording or photographs provided by the vendor for the app shall be provided to Santa Fe County in a format acceptable to the County and shall become the sole ownership of Santa Fe County.
 3. Where data exists, Santa Fe County will provide data in GIS format as either shapefiles, or as feature classes in a GIS file

geodatabase, or as REST services, or in KML. (If an additional format is to be requested, please ask this question during the initial phase of the RFP process during the timeframe when vendor questions are allowed.) Please specify desired format of data. The mobile app may be required to accommodate input data with different coordinate systems. Address how different coordinate systems of the native data will be managed, and/or types of coordinate system transformations needed, to accomplish the mobile app development and update.

- d. The apps shall be developed to be responsive in both mobile and tablet environments.
 - e. The apps shall allow users to access data off-line. Areas exist within Santa Fe County where cell coverage is limited, intermittent, or non-existent.
 - f. Configure apps (map data, user interface, user interaction, et.al.). App development works shall include all necessary wire framing, API integration, etc.
 - g. Troubleshoot, debug, test, perform quality assurance/quality control, and provide support. The vendor shall perform testing to ensure the apps work across iPhone and Android mobile and tablet devices. Results of testing shall be provided to Santa Fe County. Santa Fe County shall be provided a mutually agreed upon timeframe, no less than two weeks, to test the application as part of the quality assurance/quality control process to the County's satisfaction. Should testing result in additional work necessary to complete the required update, Santa Fe County shall be provided an additional mutually agreed upon timeframe, no less than two weeks, to test the application following each subsequent change
 - h. Redeploy the final updated mobile apps to Google Play and Apple App Store stores. Testing and redeployment shall continue until the apps function as required and to the satisfaction of Santa Fe County.
- 2) Provide on-going maintenance costs and corresponding maintenance plan that shall achieve the following:
- i. Maintain the mobile apps on a monthly basis (break out the costs monthly and yearly with option to pay on a yearly basis). Maintenance tasks shall include:
 - i. Keep the mobile apps updated (software, code, application library, Plugin, et.al.);
 - ii. Provide troubleshooting, debugging, testing, quality assurance/quality control, and support related to monthly updates;

- iii. Include minor mobile apps enhancements such as data updates, minor mobile app graphics and functionality enhancements; and
- iv. Include redeployment to Google Play and Apple App Store stores as needed.
 - i. The app(s) maintenance shall ensure the apps shall remain fully functional.
 - ii. Download on a monthly basis usage statistics for the apps from both the Google Play and Apple App Store stores and email these statistics to Santa Fe County by the first of every month.

DELIVERABLES:

- **PHASE 1:** Santa Fe County presently has a trails mobile app for iPhone and Android devices. This mobile app shows location of trails throughout Santa Fe County, shows where the user is on the trail while hiking, shows trails on a map background, and provides trail names and descriptions. This mobile app require updates, enhancements, and ongoing maintenance. Phase 1 is mandatory and the tasks shall be completed as soon as possible following contract award and no later than October 31, 2018.
- **PHASE 2:** The County plans to evolve this trails mobile app into an Outdoor Adventure app, or create a new mobile app for this purpose. Santa Fe County prefers to leverage its investment in its trails mobile app and evolve this mobile app into the Outdoor Adventure app. However, proposals for a new mobile application will be considered that that present a sound business and cost case for creating a new app instead of evolving the existing trails mobile app. The final scope and deliverables for Phase 2 tasks will be provided at a future date as a mutually agreed upon contract amendment. Deliverables may be due during County Fiscal Year 2019 (between July 1, 2018 and June 30, 2019), or a later Fiscal Year.
- **PHASE 3:** The County plans to develop future mobile applications intended primarily for economic development purposes (these could include mobile apps related to arts and culture, film, food, etc.). The final scope and deliverables for Phase 3 tasks shall be provided at a future date as a mutually agreed upon contract amendment. Future mobile apps may be requested to take into account evolving mobile technology including but not limited to augmented reality, 3D, etc. Deliverables may be due during County Fiscal Year 2019 or a later Fiscal Year.

C. QUALIFICATIONS

Offerors must be in good standing with the State of New Mexico. A statement of the proposing firm and/or team qualifications and a description of the company's history and financial capability are required.

D. INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below.

1. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
2. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. County of Santa Fe shall be a named additional insured on the policy.
3. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.

E. PROCUREMENT MANAGER

The County has designated a Procurement Manager 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:

Michelle A. Marmion, Procurement Specialist Senior
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
Phone (505) 992-6753
Fax (505) 989-3243
mmarmion@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement

Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.

F. DEFINITION OF TERMINOLOGY

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

“BCC” means the elected Board of County Commissioners.

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

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

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

“County” means Santa Fe County.

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

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

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

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

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

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

“Procurement Manager” 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, Administrative Services 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 his 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 proposal.

“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 Manager will make every effort to adhere the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Purchasing Division	April 29-30, 2018
2.	Pre-Proposal Conference	Owner/Purchasing Offerors	May 14, 2018
3.	Acknowledgement Form Due	Offerors	May 14, 2018
4.	Deadline to Submit Additional Questions	Offerors	May 17, 2018
5.	Response to Written Questions	Purchasing Division	May 22, 2018
6.	Submission of Proposal 2:00PM	Offerors	June 1, 2018
7.	Proposal Evaluation Briefing	Evaluation Committee	June 2018
8.	Selection of Finalists (If Applicable)	Evaluation Committee	June 2018
9.	Best and Final Offers from Finalists (If Applicable)	Offeror	June 2018
10.	Oral Presentation by Finalists (If Applicable)	Offeror	TBD
11.	Contract Negotiations	County, Offeror	TBD
12.	Contract Award	Purchasing Division	TBD

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

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued by the Growth Management Department and the Purchasing Division.

2. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled to occur on the date indicated in the Sequence of Events at Section III.A. Questions may be submitted at the Pre-Proposal Conference and after until the date indicated in the Sequence of Events at Section III.A. A public log will be kept of the names of potential Offerors who attended the Pre-Proposal Conference

3. Acknowledgement of Receipt Form Due

A potential Offeror 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 **May 14, 2018**.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addendums.

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 Manager, listed in Section II, Paragraph E and sent via facsimile or e-mail. **Any contact with any other County staff member other than the Procurement Manager or Specialist named in this RFP will be grounds for rejection of a proposal and disqualification of the Offeror. Questions received less than seven (7) business days prior to the date of submission of proposal will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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 Manager 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 P.M. (MST) ON FRIDAY, JUNE 1, 2018. 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, D. **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 for Mobile Application Services, SFC Trails App RFP No. 2018-0292-GM/MAM** and refer to the RFP number. Proposals submitted by facsimile or other electronic means will not be accepted. Proposals must be delivered to:

Michelle A. Marmion, Senior Procurement Specialist
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501

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

7. **Proposal Evaluation**

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Manager. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

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

The Evaluation Committee may select and the Procurement Manager may notify the Finalist Offerors on the date indicated in the "Sequence of Events" 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 Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico. Each presentation will be limited to one (1) hour in duration.

11. **Finalize Contract**

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 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:

Bill Taylor, Procurement Manager
Santa Fe County Purchasing Division

142 W. Palace Avenue, 2nd floor
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 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 entire performance whether or not subcontractors are used.

5. Amended Proposals

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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 Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

Should an offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix D, that offeror must propose specific alternative language. The County may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the offeror's proposal.

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

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected offeror and shall not be deemed an opportunity to amend the offeror's 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 irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee, subject to Procurement Manager approval.

19. Change in Contractor Representatives

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

20. Notice

The Procurement Code, 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 Offeror should have a valid e-mail address to receive this correspondence.

25. Preferences in Procurement by Santa Fe County

a. New Mexico In-state Preference

New Mexico law, Section 13-1-21 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident business**”. Application of a resident business preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident business. 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 business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business or contractor’s 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 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran business**”. 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 NM 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 business certificate, 10%, 8% or 7% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror's score, depending on the business' annual revenue.

The resident business preference is not cumulative with the resident veteran business preference.

AND

c. **Santa Fe County Preference**

Santa Fe County Ordinance 2012-4 provides for a **County preference** for a "Santa Fe County business." Application of the County preference in procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business' corporate standing in the state, business licensure or registration, the duration of the business' primary office location and the payment of taxes.

If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The in-state, veteran or County 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 No. 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 2014-1 (Establishing a Living Wage).

IV. RESPONSE FORMAT AND ORGANIZATION

A. **NUMBER OF RESPONSES**

Offerors shall submit only one proposal in response to this RFP.

B. **NUMBER OF COPIES**

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

C. **PROPOSAL FORMAT**

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

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) Proposal Summary (optional)
- d) Response to Mandatory Evaluation Factors
- e) Campaign Contribution Disclosure Form
- f) Response to County Terms and Conditions
- g) Cost Proposal (Appendix D) *(In a separate sealed envelope with the original proposal submission only)*

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP under Section V., Paragraph B. Mandatory 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 organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix D.

THIS SECTION LEFT INTENTIONALLY BLANK

V. EVALUATION CRITERIA

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 July 2018. Santa Fe County intends on awarding a contract with a term of one (1) year with three (3) renewal periods, not to exceed four years.

B. MANDATORY EVALUATION FACTORS

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

1. Introduction

- Provide a brief introduction and overview including history, background, philosophy and vision of firm;
- Provide your business philosophy for keeping pace with managing quickly evolving mobile technology and code. Provide your process for keeping mobile apps in sync with the latest iPhone and Android updates and operating systems releases.

2. Technical Competence and Specialized Experience

- Provide information about the firm's specific technical experience with providing services for projects of similar scope that demonstrates technical competence to successfully complete the project;
- Provide information that demonstrates how project will be managed and administered to meet milestones and accommodate cost considerations;
- Demonstrate experience and knowledge of mobile applications development that use a code base for both iPhone and Android devices.
- Santa Fe County requests a standard look and feel to mobile apps developed throughout all phases, along with the ease of updates. Provide your approach to app development and cost-effective methods employed. Include how development work for one mobile app can be applied to the next to take advantage of similar features and reduce the cost of future apps. Santa Fe County wants to leverage mobile app code development and apply functionality from one mobile app to future apps created.

3. Evidence of Understanding Scope of Work

- Provide an in-depth response and understanding of the requested scope of work;

- Include an itemized description of services to be provided that correlates to the scope of work;
- Explain the mobile app solutions and technology proposed, the pros and cons of the methodology and technology proposed, and the pros and cons of methods deployment.
- Discuss any requirements of Santa Fe County for each Phase. Specify data needed from SFC for Phase 1. Please specify desired format(s) if requesting data. The mobile app may be required to accommodate data with different coordinate systems. Describe how different coordinate systems of the data will be managed, and/or types of coordinate system transformations needed, to accomplish the mobile app update.
- Any services that cannot be provided should be noted.

4. Capacity and Capability

- Provide information about firm's approach in providing the required services and capacity to implement the services and deliverables in a timely manner;
- Provide qualifications and capabilities, years of experience, level of experience, licenses, certification(s) and training(s) of all personnel who will be performing the services, include any special skills or strengths;
- Provide graphic design experience of each individual staff and include examples of graphic design work performed by firm. If proposing new graphics for the Trails Mobile App, include samples;
- Describe your team organization and working relationships.
- Provide a proposed schedule to meet the timeline requirements of Phase 1.
- Provide detailed experience with React Native code including specific individual staff experience with this code, number of years each individual staff have worked with this code, current experience each individual staff has working with this code, specific apps each individual staff have developed using this code, and the longevity and success of apps deployed with this code. (Note: Do not combine or total years of experience across all staff).
- Future mobile apps may be requested to take into account evolving mobile technology including but not limited to augmented reality, 3D, etc. Discuss capabilities with respect to this;
- Describe any particular difficulties or challenges expected for Phase 1, 2, and 3 and how these are expected to be addressed.

5. Past Record of Performance

- Demonstrate through contracts and other agreements with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules;
- Provide a minimum of three examples of successful mobile applications built using code that works across both iPhone and Android devices and that are similar to mobile apps being requested through this RFP. At a minimum, one of these examples must have been built using React Native code. Additional

examples are encouraged. Provide rationale for code chosen for each mobile application example. Provide app ratings and usage through downloaded statistics. (Note: examples provided using code unique to either iPhone or Android devices will not be counted towards the minimum examples required and may result in a lower proposal score).

- Describe how the mobile apps examples were updated, ease of their updates, interfaces built for client updates if any, and vendor's process for updates.
 - Include three (3) external references from clients who received similar services. The minimum information to be included is:
 - a) Name of individual or company services were provided for;
 - b) Address of individual or company;
 - c) Name of contact person;
 - d) Telephone number of and email address of contact person;
 - e) Type of services provided and dates services were provided
 - Describe any particular difficulties confronted in past projects and how the Offeror addressed and resolved those issues.
6. Offeror's proposal contains a valid NM State Resident Business Certificate, the preference in accordance with §13-4-2 NMSA 1978, will be applied.
 7. Offeror's proposal contains a valid NM State Resident Veteran Business Certificate, the preference in accordance with §13-4-2 and §13-1-22 NMSA 1978, will be applied.
 8. Offeror's proposal contains a valid Santa Fe County Preference Certificate, the preference in accordance with Santa Fe County Ordinance #2012-4, will be applied.

C. COST PROPOSAL (APPENDIX D)

*****For the response to this evaluation criteria, each offeror shall submit (1) one response in a separate sealed envelope with the original submission proposal only. The cost proposal shall include a detailed budget of approximately cost from start to completion.***

1. Mobile Apps Development, Update, and Maintenance Cost:
 - Provide costs on a per unit basis (hourly rate) and specify hours required to complete each task. Include a total estimated cost per app;
 - Break out costs within each Phase, breakout maintenance costs separately.
 - Include and describe succinctly all associated costs per Phase such as project management, graphics, etc. Each Phase shall include a kickoff meeting to discuss scope of work and schedule. Include costs for this kickoff meeting and propose additional meetings needed to reach the final deliverables for each Phase.
 - Include all configuration costs per Phase (map data, user interface, user interaction, et.al.). Include all mobile app development costs per Phase such as wire framing, API integration, etc.;
 - For each Phase, include costs for services that shall include all necessary troubleshooting, debugging, testing, quality assurance/quality control, and support

needed to accomplish development, updates and enhancements. Testing shall ensure apps work across iPhone and Android mobile and tablet devices;

- Provide typical costs for mobile app development scenarios. Provide options, if available, for multi-app discounts, volume, pricing, etc.;
- Provide your available options for mobile app maintenance plans and any customizable options for maintenance plans. All apps subject to this RFP shall be maintained on a monthly basis (break out the costs monthly and yearly with option to pay on a yearly basis).

VI. EVALUATION

A. EVALUATION SCORING

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

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

1. Introduction.....	50 points
2. Technical Competence/Specialized Experience.....	250 points
3. Evidence of Understanding Scope of Work	250 points
4. Capacity and Capability	200 points
5. Past Record of Performance.....	250 points
TOTAL POINTS	1000 points

PREFERENCES

If an Offeror’s proposal contains a valid NM State Resident Business Certificate or a NM Resident Veteran Business Certificate and/or a Santa Fe County Preference Certificate, the following points will be applied to an Offeror’s total points:

6. NM State Resident Business Certificate**50 points**

Or

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

And

8. Santa Fe County Business Certificate.....50 points

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
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.

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT FORM
MOBILE APPLICATION SERVICES
SFC TRAILS APPLICATION
RFP NO. 2018-0292-GM/MAM**

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 Manager no later than close of business on May 14, 2018. 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.

Michelle A. Marmion
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
(505) 992-6753
(505) 989-3243
mmarmion@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C

Resident Veterans Preference Certification

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

Please check 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% 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 _____, 2018.

NOTARY PUBLIC

My Commission Expires:

Appendix D
Cost Proposal

Description	Rate per Hour	Required Hours to complete task	Cost
Phase I SFC Mobile Trails App			
Staff Representative /Assignment (ie. Graphic designer/coder/project manager etc.)			
Phase II Outdoor Adventure App			
Staff Representative /Assignment (ie. Graphic designer/coder/project manager etc.)			
Phase III SFC mobile apps for iPhone and Android			
Staff Representative /Assignment (ie. Graphic designer/coder/project manager etc.)			

Mobile app maintenance plans (Please provide information for all available and/or customizable options):

Yearly cost: _____ **Monthly cost:** _____

Option to pay yearly: Date payment due: _____

*****All apps subject to this RFP shall be maintained on a monthly basis.**

**APPENDIX E
SAMPLE SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
CONTRACTOR'S NAME**

THIS AGREEMENT is made and entered into this _____ day of _____ 2017, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **[CONTRACTOR'S NAME]**, whose principal address is **[CONTRACTOR'S ADDRESS]** hereinafter referred to as the "Contractor".

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

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

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

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

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

NOW, THEREFORE, it is agreed between the parties:

- 1. SCOPE OF WORK**
- 2. DELIVERABLES**
- 3. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Section 1 (Scope of Work) of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 4 (Compensation, Invoicing and Set-Off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

4. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor for services performed to the satisfaction of County as follows:
 - <ENTER SPECIFIC TYPE OF PAYMENT/INVOICING>
- 2) The total amount payable to the Contractor under this Agreement shall not exceed [WRITTEN WORD] dollars [\$XX,XXX.XX] *inclusive* of New Mexico gross receipts tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be **Manager, Community Services Department** or such other individual as may be designated in the absence of the office representative.
- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within thirty (30) days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

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

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

5. EFFECTIVE DATE AND TERM

The contract is scheduled to begin in or around July 2017. Santa Fe County intends on awarding a contract with a term of one year with the option to renew for two additional one-year terms, not to exceed a total of three years in duration.

6. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

7. APPROPRIATIONS AND AUTHORIZATIONS

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

8. INDEPENDENT CONTRACTOR

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

9. ASSIGNMENT

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

10. SUBCONTRACTING

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

11. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

12. RELEASE

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

13. CONFIDENTIALITY

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

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

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

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

15. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

16. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

17. ENTIRE AGREEMENT; INTEGRATION

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

18. NOTICE OF PENALTIES

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

19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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

20. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

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

21. RECORDS AND INSPECTIONS

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

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

22. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County 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 the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

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

23. SEVERABILITY

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

24. NOTICES

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

To the County: Santa Fe County
 Office of the County Attorney
 102 Grant Avenue
 Santa Fe, New Mexico 87501

Santa Fe County Community Services Department
Attn:
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor: **[CONTRACTOR'S NAME AND ADDRESS]**

25. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

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

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

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

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

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

B. General Liability Insurance, Including Automobile. The 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 \$1,000,000.00 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 the County by the 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. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.

E. 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), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

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

29. NEW MEXICO TORT CLAIMS ACT

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

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS (If Applicable)

The Contractor hereby irrevocably appoints [NAME AND ADDRESS OF AGENT], as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

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

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY:

Katherine Miller	Date
Santa Fe County Manager	

Approved as to Form

R. Bruce Frederick
Santa Fe County Attorney

Date

Finance Department Approval

Stephanie S. Clarke
Santa Fe County Finance Director

Date

CONTRACTOR:

(Signature)

Date

(Print Name)

