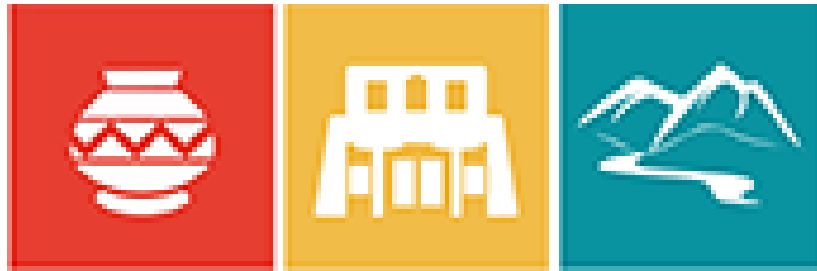


SANTA FE COUNTY
PUBLIC WORKS DEPARTMENTS
REQUEST FOR PROPOSALS



SANTA FE COUNTY

ON-CALL SURVEYING SERVICES
MULTIPLE AWARDS

Commodity Code: 91140

RFP NO. 2021-0206-PW/APS

OCTOBER 2021

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**I. ADVERTISEMENT
SANTA FE COUNTY**

**ON-CALL SURVEYING SERVICES
MULTIPLE AWARDS
RFP NO. 2021-0206-PW/APS**

The Santa Fe County Public Works Department is requesting proposals from qualified and licensed surveyors to provide on-call surveying services. Santa Fe County has identified a need for these services to be provided on an as-needed basis for a variety are identified. 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 seal container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals must be received by **2:00PM on Thursday, November 4, 2021, at the Santa Fe County Purchasing Division, 102 Grant Avenue, (First Floor), Santa Fe, NM 87501.** To combat the spread of the recent COVID-19 illness, the submission of Proposals **will also be accepted electronically** utilizing a DropBox. Please utilize this link to upload your proposal submission <https://www.dropbox.com/request/4dP7hppNI70PTxQVi6v>

By submitting a proposal for the requested services each Offeror is certifying that it is qualified firm and its proposal complies with the requirements stated within the Request for Proposals.

A Pre-Proposal Conference will be held on at **2:30PM on Wednesday, October 13, 2021 online via WebEx using link provided or by calling (408) 418-9388 meeting number: 2496 756 3497.** <https://sfco.webex.com/sfco/j.php?MTID=m5930335b496128f7321efeb6fc48a599>

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 Amanda Patterson-Sanchez, Procurement Specialist Senior, 102 Grant Avenue, Santa Fe, New Mexico 87501, by telephone at (505) 992-6753 or by email at apatterson-sanchez@santafecountynm.gov or on our website at http://www.santafecountynm.gov/asd/current_bid_solicitations

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

Santa Fe County
Public Works Department
Publish: October 3 & 4, 2021

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The Santa Fe County Public Works Department is soliciting proposals for professional services from qualified and licensed surveyors to provide on-call surveying services. Santa Fe County has identified a need for these services to be provided on an as-needed basis for a variety of projects throughout the County as funding becomes available and as specific needs are identified.

B. SCOPE OF WORK

All services provided shall be performed under the supervision of a licensed surveyor with demonstrated proficiency in all the services listed in this Request for Proposals.

1. Surveying Requirements:

- a. Whenever a professional undertakes any surveying as authorized in the Engineering and Surveying Practice Act, the licensee shall determine which type of surveying is being conducted from the definitions in Subsection A of 12.8.2.7 NMAC shall then conform to the requirements set forth in 12.8.2.9 NMAC through 12.8.2.14 NMAC for the type of surveying and must also comply with accuracy standards in 12.8.2.16 NMAC when applicable. If the surveying is not defined, then the surveyor shall conform to the requirements for unclassified surveying set forth in 12.8.2.15 NMAC.
- b. Santa Fe County's Digital Submission Requirements specifies the format of all digital data submitted to the County for development review and recordation. It is the intent of these requirements to:
 - Improve the design and plan review processes within the County by following modern professional standards for geographic data;
 - Improve the County's GIS mapping through the inclusion of new developments in a standard geographic format;
 - Provide data that meets accuracy standards required for new parcels and infrastructure improvements consistent with the County's geodetic control network; and
 - Improve the County foundation of geographic information to support community decision-making.

2. Geodetic Controls:

- a. Santa Fe County will make available all Geodetic Control Information to be used for survey purposes. All coordinate values for these survey points shall be in the New Mexico State Plan System using the North American Datum (NAD83), New Mexico Central Zone 3002. All measurements shall be in US Survey Feet.
- b. All drawing elements shall be submitted referencing New Mexico Plane Coordinates. Features in drawing files that are stored in drawing units (artificial 0,0) must be translated to represent real world locations as referenced by New

Mexico State Plane coordinates. All horizontal measurements shall reference the North American Datum of 1983 HARN, NAD83(HARN) using US Survey Foot. Vertical control will reference the North American Vertical Datum of 1988 (NAVD88) using US Survey Foot.

- c. The surveyor or engineer preparing the plans shall tie the boundary into at least two of the above mentioned survey control network monuments. Positional accuracy of any digital submittal should be +/- 1ft. The basis of bearing for the plans must be in NAD83 (NSRS) coordinate system.
- d. It is not the intention of Santa Fe County to replicate legal surveys. With this in mind, control of plan features may be tied to the New Mexico State Plane Coordinate system using traditional surveying or GPS methods.

3. Data Formats:

- a. In addition to the final plats, and as-built drawings submitted in hard copy format, a digital data file shall be provided to the County in one of the following formats:
 - DWG (AutoCAD drawing file)
 - SHP (GIS ESRI Shapefile or approved compatible file)
- b. All digital files must be mapped to scale and submitted to the County on CD-ROM, or via e-mail. The digital files must be named using the development name (e.g. WestSanFrancisco_Phase2.dwg). The CAD file shall contain text in standard fonts that can be read without third party software.
- c. No annotation shall be included in any feature layer and no feature shall be included in any annotation layer.
- d. Since polygonal closure is critical in converting CAD features to GIS features, all appropriate polygonal features (e.g. parcel boundaries, subdivision boundary, buildings) shall be “snapped” closed.
- e. Submitted CAD files shall contain only complete polygon features. All partial parcel polygons shown for reference (e.g. along the boundaries) shall not be included in the PARCELS layer. Such features can be included in an unnamed layer in the submittal CAD file.

4. Data Layering Requirements:

- a. In order to improve the efficient use of this data in the County’s GIS, the digital data shall use the following layering scheme:

DIGITAL DATA LAYERING SCHEME	
Layer Name	Description
BDRY perimeter (pline)	Subdivision Boundary Lines
ROW	Rights of Way
PARCELS interior (pline)	Subdivision Lot Lines
ESMTS	Utility, Trail & Drainage Easements
BLDGS (pline)	Building Footprints

- b. Annotation submittal digitally must be identical to the annotation submitted on the hard copy filed with Santa Fe County. All other miscellaneous annotation and information, such as north arrow and scale, shall be put on a separate layer.

- c. Any geographic information other than specified above, such as parking lots, curb and gutter, etc., shall be put on a separate layer. Santa Fe County may waive or adjust requirements specified herein upon a finding that the strict adherence of the requirements does not apply or is contrary to the long-term maintenance of the Geographic Information System (GIS) of Santa Fe County.

C. TYPES OF SURVEY PROJECTS

The resulting contract will provide surveying services for a wide variety of projects to include, but not limited to, the following types of projects:

1. Boundary Survey – The determination, description, portraying, measuring or monumentation of the boundaries of a tract of land. The surveyor shall perform the followings:
 - a. Obtain copies of relevant documents necessary to perform the survey and when available a copy of the title search for the tract being surveyed;
 - b. Review all recorded plats known to be available to the surveyor that are germane to the tract being surveyed;
 - c. Make a site visit and inspect the subject property and look for evidence of existing monument;
 - d. Determine the relative location on the ground of all found existing monuments which pertain to the survey using procedures which achieve the minimum accuracy standards in 12.8.2.16 NMAC;
 - e. Tag found monuments which are accepted by the surveyor and pertain to the boundary being surveyed with a metal tag, bearing the surveyor’s license number;
 - f. Set new monuments in conformance with 12.8.2.17 NMAC, unless permanent makers already exist;
 - g. Follow rules and procedures, except for accuracy and monumentation standards, in the manual of instructions for the survey of public lands of the United States;
 - h. Never move, remove or obscure an existing monument unless it is first properly referenced and all dimensions necessary to preserve its location are reported on a recorded plat;
 - i. Updating a prior survey – if any existing survey is updated for any reason, the surveyor shall comply with the minimum standards in effect at the time of the update unless the update is only to correct a minor scrivener’s error;
 - j. Prepare a plat of the survey, unless the survey is only for re-monumentation of corners of the tract, as shown on a recorded plat, where some of the existing corners of the tract are recovered, whose measured dimensions on the ground are reasonable close to the record dimensions; and
 - k. Record the plat prepared under Section J of 12.8.2.9 NMAC with the Santa Fe County Clerk.

2. Topographic Survey – The measurement and portrayal of the configuration of the ground and/or the location and description of objects thereon. It may include the plotting and description of property boundary monuments and property lines on a topographic map provided:

- a. Only existing monuments found at the time of the survey are shown, and no boundary monuments are set;
 - b. The following words are prominently shown on the topographic map: “This is not a boundary survey, apparent property corners and property lines are shown for information only. Boundary data shown is from previous survey referenced hereon”;
 - c. On topographic surveys with contour lines, the vertical accuracy 90% of the points tested shall be within one half of the contour interval, unless otherwise stated on the survey; and
 - d. Conform to all accuracy standards as set forth in 12.8.2.16 NMAC.
3. Easement Survey – The description, portrayal, or monumentation of easements. The surveyor shall perform the following:
- a. Use procedures in any field measurements which achieve the minimum accuracy standards in 12.8.2.16 NMAC;
 - b. If the easement does not run parallel to a boundary of the tract in which it is located, then the surveyor shall prepare a plat which shows the dimensions of the easement and conforms with Subsection J of 12.8.2.9 NMAC and complies with one of the following:
 - i. Shows ties to record monuments at the beginning and ending of the easement and at least at every mile along the easement, or
 - ii. Shows the coordinates of the beginning, ending and all angle points in accordance with the New Mexico coordinate system and shows the grid bearing and ground distance between said points, or
 - iii. Shows ties to existing corners of a subdivision in which the easement is located.
4. Right of Way Surveying – The boundary surveying of right of way for acquisition or for locating existing right of way. The surveyor shall do all of the following:
- a. Obtain a copy of the last recorded deed for the tract(s) affected by the existing or contemplated right of way and obtain copies of all existing right of way maps and conveyance documents available;
 - b. Obtain a copy of all recorded plats and all plats and maps known to be available to the surveyor for the tract(s) affected by the existing or contemplated right of way;
 - c. Make a diligent search on the ground, including the use of a metal detector, for all existing monuments, which pertain to the property boundaries intersecting the public highway right of way corridor being surveyed;
 - d. Determine the relative location on the ground of all found existing monuments which pertain to the survey using procedures, which achieve the minimum accuracy standards in 12.8.2.16 NMAC;
 - e. Tag all found and accepted monuments, which pertain to the survey, with a metal tag, bearing the surveyor’s registration number, attached to the monument with a metal wire or strap;
 - f. Set new monuments conforming to 12.8.2.17 NMAC on the right of way limits at all changes in direction and at all points where property lines intersect, using procedures which achieve the minimum accuracy standards in 12.8.2.16 NMAC, unless a permanent monument exists;

- g. Follow the rules and procedures, except for accuracy and monumentation standards, in the manual of instructions for the survey of public lands of the United States prepared by the Bureau of Land Management;
 - h. Whenever a tract of land is to be severed by right of way acquisition, the surveyor shall locate property lines that interest the right of way limits. The surveyor shall use all available documents, field data, including parcel evidence and land title information to determine the length, location and bearing of the severed property line relative to the right of way limits. This includes surveying as many additional parcel boundaries as necessary which connect to the property lines intersecting the right or way in order to accurately locate the property liens affected by the contemplated right of way;
 - i. Prepare a plat of survey which contain all requirements listed in Subsection J of 12.8.2.13 NMAC; and
 - j. Record the plat prepared under Subsection J of 12.8.2.13 NMAC with the Santa Fe County Clerk. The plat shall be recorded within sixty (60) days of completion and will be considered complete when the surveyor signs and seals it.
5. Engineering Surveying – associated with the engineering design (topographic, layout built) often requiring geodetic computations beyond normal civil engineering practice.
- a. Survey should describe physical characteristics, legal limitations and utility locations and written legal description of the site. The survey and legal information shall include, as applicable: grades and lines of streets; alleys; pavements and adjoining property and structures; designated wetlands; adjacent drainage; right-of-way restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations; dimensions; and necessary date with respect to existing buildings; trees; and other improvements; and information concerning available utility services and depths. All information on the survey shall be referenced to a project benchmark.
6. Improvement Location Report
- a. Improvement location reporting is the preparation of an improvement location report which is a narrative report, which may be accomplished by a sketch, and which is issued only to a title, abstract or escrow company or lending institution for the exclusive use in determining such things as insurability or value of a tract of land; it shall not be represented by the surveyor as being a property boundary survey;
 - b. If the report contains a sketch shall contain the following words which are printed as large and as prominently as any other words upon the sketch: “This report is not for use by a property owner for any purpose”.
7. Archaeological Survey – to accurately assess the relationship of archaeological sites in a landscape or to accurately record finds on an archaeological site.
8. Bathymetric Survey – carried out to map the topography and features of the bed of an ocean, lake, river or other body of water.

9. Construction Survey - is used to establish or mark the desired position of building corners, roads, sidewalks, or utilities, that the engineer has designed or has been specified as part of a construction plan.
10. Foundation Survey – done to collect the positional data on a foundation that has been poured and is cured. This is done to ensure the foundation was Constructed in the location, and at the elevation, authorized in the plot plan, site plan or subdivision plan.
11. Geological Survey – conduct for the purpose of recording the geological significant features of an area under investigation.
12. Measured Survey – a building survey to produce plans of a building, such a survey may be conducted before renovation works, for commercial purposes or at the end of the construction process “as built survey”.
13. Subsurface Utility Engineering (SUE) – Subsurface Utility Engineering (SUE) involves managing risks associated with utility mapping at appropriate quality levels, utility coordination, and utility relocation design and coordination. These utility risks are managed by using designation and locating services to make sound engineering decisions.

D. IMPLEMENTATION OF CONTRACTS

It is the intent of Santa Fe County to make multiple awards to qualified surveyors that span a wide range of disciplines, specialties, and expertise.

1. The proposed term of awarded contracts will not exceed four years and cannot exceed \$250,000.00 in fees, exclusive of New Mexico Gross Receipts Tax (NM GRT);
2. During the term of the contract, each identified project will be presented to the successful Offeror(s) with a scope of work and schedule. Contractor will submit a quote and, if acceptable to the County, will receive authorization to proceed. No work shall begin without an approved purchase order; and
3. Santa Fe County will provide program and operational support and direction through all phases of any identified project. Santa Fe County will provide technical assistance and overall project management. Santa Fe County reserves the right to revise the scope of work for any identified project and adjust the fee accordingly.

E. INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below.

- a. 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.

- b. 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.
- c. Workers' Compensation Insurance. 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), Contractor shall increase the maximum limits of any insurance required herein.

F. DESIGNATED PROCUREMENT SPECIALIST

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

Amanda Patterson-Sanchez
 Santa Fe County Purchasing Division
 102 Grant Avenue
 Santa Fe, New Mexico 87501
 Phone (505) 992-6753
 Fax (505) 989-3243
apatterson-sanchez@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist in writing. Offerors may contact **ONLY** the Procurement Specialist regarding the procurement. Other County employees do not have the authority to respond on behalf of the County. ***Any contact with any other County staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.***

G. DEFINITION OF TERMINOLOGY

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

“**BCC**” means the 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 Specialist including findings of fact supporting a decision. A determination becomes part of the procurement file.

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

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

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

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

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

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

“**Purchasing Division**” means the Santa Fe County Purchasing Division, 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.

THIS SECTION INTENTIONALLY LEFT BLANK

III. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Purchasing Division	October 3 & 4
2.	Pre-Proposal Conference	Owner/Purchasing Offerors	October 13
3.	Acknowledgement Form Due	Offerors	October 15
4.	Deadline to Submit Additional Questions	Offerors	October 20
5.	Response to Written Questions	Purchasing Division	October 22
6.	Submission of Proposal	Offerors	November 4, 2021 2:00PM MST
7.	Proposal Evaluation Briefing	Evaluation Committee	November 8 - 15
8.	Selection of Finalists (If Applicable)	Evaluation Committee	November, 2021
9.	Oral Presentation by Finalists (If Applicable)	Offeror	November, 2021
10.	Contract Negotiations	County, Offeror	December, 2021
11.	Contract Award	Purchasing Division	December, 2021

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

B. **EXPLANATION OF EVENTS**

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

1. **Issuance of RFP**

This RFP is being issued by the Santa Fe County Public Works and the Purchasing Division.

2. **Pre-Proposal Conference**

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

3. **Acknowledgement of Receipt Form**

Potential offerors should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on *October 15, 2021*.

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 Specialist, listed in Section II, Paragraph E and sent via facsimile or e-mail. ***Any contact with any other County staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.***

5. **Response to Written Questions**

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

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

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT SPECIALIST OR DESIGNEE NO LATER THAN 2:00 P.M. (MOUNTAIN (STANDARD TIME) ON Thursday, November 4, 2021. *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 Specialist 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 No. 2021-0206-PW/APS. Proposals may also be submitted electronically via DropBox at the link provided <https://www.dropbox.com/request/4dP7hppNI70PTxQVi6v>.**

Proposals must be delivered to:

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

8. Selection of Finalists (If Applicable)

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

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

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

10. Oral Presentation by Finalists (If Applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 102 Grant Avenue, Santa Fe, New Mexico. Each presentation will be limited to one (1) hour in duration.

11. Contract Negotiations

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

12. Contract Award

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

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

13. Right to Protest

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

Santa Fe County
Attn: Purchasing Division
P.O. Box 276
Santa Fe, New Mexico 87504

Protests will not be accepted by facsimile or other electronic means.
Protests received after the deadline will not be accepted.

C. **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Santa Fe County Procurement Regulations.

1. **Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the contract template attached hereto as Appendix E.

2. **Incurring Cost**

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

3. **Prime Contractor Responsibility**

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

4. **Subcontractors**

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the 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 Specialist. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for 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

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

An Offeror may request in writing non-disclosure of confidential data. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act 57-3A-1 to 57-3A-7, NMSA 1978. The price 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 Procurement Manager shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected offeror and shall not be deemed an opportunity to amend the 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 technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to the Procurement Management 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).

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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 four (4) identical copies of their proposal to the location specified in Section II, Paragraph E on or **before** the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals shall be limited to twenty (20) pages, with exception of professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 ½ x 11 paper, with a font **no smaller than 12pt. pitch**, with nominal 1” margins and normal line spacing. Proposals shall be bound with tabs delineating each section. To combat the spread of the recent COVID-19 illness, the submission Proposals **will be accepted electronically** utilizing a DropBox. Please utilize this link to upload proposal submission <https://www.dropbox.com/request/4dP7hppNI70PTxQVi6v>.

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 Specifications – Evaluation Factors
- e) Response to County Terms and Conditions
- f) Copy of insurance certificate
- g) Campaign Contribution Disclosure Statement

Within each section of their proposals, offerors shall address the items in the order in which they appear in this RFP under Section V.B. EVALUATION FACTORS. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

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

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

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

2. Letter of Transmittal

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

- a) Identify the submitting 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 F.

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V. SPECIFICATIONS

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

A. INFORMATION

Time Frame

The contract for on-call survey services is scheduled to begin around December, 2021. Santa Fe County intends to make multiple awards with an initial term of four years.

B. QUALIFICATIONS

License

Offeror(s) shall submit a copy of current State of New Mexico Professional Surveyor and Mapping License.

Offeror's failure to provide documentation of current licensure may render a proposal non-responsive.

C. EVALUATION FACTORS

A brief explanation of each evaluation factor is listed below. Information for one factor may overlap information for a different factor. Offeror's are encouraged to fully address each factor as points are given for an offer's narrative response to each. Responses shall include information and past experience specific to the offeror or offeror's team submitting the proposal. An offeror's discussion of each evaluation factor should be sufficiently detailed to inform and educate the Evaluation Committee.

1. Specialized Design and Technical Competence:

- Describe the firm's vision/mission and business philosophy.
- Provide a brief history of offeror's firm in the State of New Mexico.
- Provide information about the firm's specific technical experience with various types of surveying projects that demonstrate technical competence to successfully complete a project.
- Provide resumes of key staff, consultants or other surveying team members. Describe specific relevant experience of each.
- Indicate the relevance of previous projects to the scope of work described in this RFP, including any specialized expertise.
- Describe the successful aspects of past surveying projects and the corresponding applications to the scope of work described in this RFP.

2. Capacity and Capability
 - Provide information that demonstrate the ability to provide sufficient professional competence, meet time schedules or deadlines and accommodate cost considerations.
 - Indicate key project members and their specific roles, experience and background.
 - Demonstrate team organization and working relationships.
 - Describe how the work or surveying services will be organized, managed and administered to meet specific surveying projects and timelines.
 - Other items to verify capability may include references from clients, financial institutions and insurance carriers.

3. Past Record of Performance
 - Describe contracts and other agreements with government agencies or private industry where offeror demonstrated control of costs, performed quality work and demonstrated ability to meet schedules and deadlines.
 - Provide a minimum of three (3) surveying related projects completed within the last three (3) years where the offeror provided similar services with name of client(s) point-of-contact and telephone number.
 - Describe any particular difficulties confronted in past surveying projects and how the offeror addressed and resolved the issues.

4. Response Time
 - Describe offeror's responsiveness to surveying issues that arise on and off-site.
 - Describe the offeror's previous experience with surveying projects located in Santa Fe County and any current work.
 - Describe any associated consultant(s) who provide specialized expertise or whose services enhance the offeror's ability to provide timely responses or bring special expertise to surveying projects.

5. Proximity to or Familiarity with Project Areas
 - Describe the offeror's familiarity with the geography of Santa Fe County and describe any issues or problems that may arise with respect to the offeror's performance of surveying services within Santa Fe County.
 - Indicate previous surveying projects completed in Santa Fe County within the past then (10) years.

6. New Mexico Produced Surveying Work
 - Indicate the volume of survey services to be provided by a resident or citizens of New Mexico.
 - Indicate the number of New Mexico based employees or staff that will be providing surveying or survey-related services.

7. Volume of Surveying Services for Work Previously Done
(Complete Project Listing form attached as Appendix D)

- A Project Listing form is attached to this RFP. Offerors must complete the form (Appendix D) and list all projects/contract involving basic survey work or services that are completed or are pending for Santa Fe County within the last five (5) years. For each list project or contract indicate the percentage of completion of basic surveying services.
- Information on the status of past project awards shall be included in the “Project Listing Form” as requirement of the RFP provided in Appendix E. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

\$ 25,000	to	\$ 35,000	10 points deducted
\$ 35,001	to	\$ 50,000	20 points deducted
\$ 50,001	to	\$100,000	30 points deducted
\$100,001	to	\$150,000	40 points deducted
\$150,001	and	over	50 points deducted

8. Offeror’s proposal contains a valid NM State Resident Business Certificate, the preference in accordance with §13-4-2 NMSA 1978, will be applied.
9. 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.
10. 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.

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VI. EVALUATION

A. EVALUATION SCORING

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

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

- 1. Specialized Design and Technical Competence **250 points**
- 2. Capacity and Capability **250 points**
- 3. Past Record of Performance **200 points**
- 4. Response Time **100 points**
- 5. Proximity to or Familiarity with Project Areas..... **100 points**
- 6. New Mexico Produced Surveying **50 points**
- 7. Volume of Surveying Services Work Previously Done **50 points**
- TOTAL POINTS..... 1000 points**

PREFERENCES

If a proposal contains an ID-State Resident Business Certificate or Resident Veterans Business Certificate and/or Santa Fe County Business Certificate, the applicable preference will be applied:

- 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 Specialist may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsive 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 and 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.
5. Past performance in a project for the County (See Section V.C.3 above) is a significant consideration of the evaluation and poor performance on a prior County project may result in a lower number of points awarded to a proposal for this element of the evaluation.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

ON-CALL SURVEYING SERVICES – MULTIPLE AWARDS

RFP 2021-0206-PW/APS

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

The acknowledgement of receipt should be signed and returned to the Procurement Specialist Senior no later than close of business on *October 15, 2021*. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Amanda Patterson-Sanchez, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, New Mexico 87501
(505) 505-992-6753
(505) 989-3243
apatterson-sanchez@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to 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.

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

“**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 _____, 2021.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

**VOLUME OF WORK
PREVIOUSLY DONE FOR SANTA FE COUNTY
PROJECT LISTING FORM**

FIRM: _____ **DATE:** _____

PROJECT DIRECTLY AWARDED TO FIRM	AWARD DATE	CONTRACT DATE	AMOUNT	% COMPLETE
1.				
2.				
3.				
4.				
5.				

**APPENDIX E
SAMPLE AGREEMENT**

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

THIS AGREEMENT is made and entered into this _____ day of _____ 20xx, 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

The Contractor shall provide, without limitation, the following services.

**[DESCRIPTION OF THE SERVICES REQUIRED FROM THE CONTRACTOR.
MUST MIRROR THE DESCRIPTION OF THE SOW IN THE SOLICITATION]**

2. 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 3 (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 a written amendment to this Agreement.

3. 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 in full payment for services satisfactorily performed.
- 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 deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be **[USER AGENCY NAME/INDIVIDUAL]**, 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.

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date of the last signature by the parties and shall terminate four years from such date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). In no event shall the Agreement exceed four years in total.

5. 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 thirty (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 thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (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 fifteen (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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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. The Contractor shall retain full ability to use in its website any and all information, photos, and digital media that may be gathered through completion of work pursuant to this Agreement.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 (6) 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 (6) 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.

21. 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.

22. 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.

23. 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 Public Works Department
Attn:
P.O. Box 576
Santa Fe, New Mexico 87508

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

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

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

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

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

25. FACSIMILE SIGNATURES

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. Santa Fe County shall be a named additional insured on the policy.

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

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

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,

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:

Henry Roybal, Chair
Santa Fe County Board of Commissioners

Date _____

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

Date _____

APPROVED AS TO FORM

Gregory S. Shaffer
Santa Fe County Attorney

Date _____

FINANCE DEPARTMENT

Yvonne S. Herrera
Santa Fe County Finance Director

Date _____

CONTRACTOR:

(Signature)

Date

(Print Name)

(Print Title)