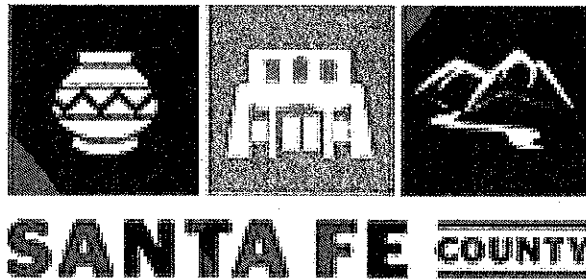


**SANTA FE COUNTY
PUBLIC WORKS UTILITIES**

INVITATION FOR BIDS



IFB# 2022-0120-PW/KE

**UTILITY BILLING
PRINTING, INSERTION
AND MAILING SERVICES**

JANUARY - 2022

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ADVERTISEMENT

**INVITATION FOR BIDS
IFB NO. 2022-0120-PW/KE
UTILITY BILLING
PRINTING, INSERTION AND
MAILING SERVICES
(NM State Commodity Code 96657)**

The Santa Fe County Public Works is requesting bids for the purpose of procuring services to provide monthly billing statement printing of variable data, the related inserting and mailing services for Santa Fe County Utility billing statements and design of a custom bill template. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole. A completed bid package shall be submitted in a sealed container indicating the IFB title and number along with the Offeror's name and address clearly marked on the outside of the container. **All bids must be received by 2:00 PM MST on February 17, 2022, at the Santa Fe County Purchasing Division, 102 Grant Avenue, (First Floor), Santa Fe, NM 87501.** By submitting a bid for the requested services each Bidder is certifying that its bid complies with regulations and requirements stated within the Invitation for Bid.

A Pre-Bid Conference will be held on Wednesday, January 26, 2022 at 1:30 PM MST online via WebEx using the link provided below or by calling (408) 418-9388 meeting number: 2491 599 5789, Password is eCKCUHD73Z5 . Attendance is not mandatory but strongly recommended.

<https://sfco.webex.com/sfco/j.php?MTID=m5dc96ce348534bc8bcc765fe844b9bad>

EQUAL OPPORTUNITY EMPLOYMENT: All qualified bidders 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.

Invitation for Bid packages will be available by contacting Karen K. Emery, Procurement Specialist, Senior, Santa Fe County, Purchasing Division, 102 Grant Avenue (First Floor), Santa Fe, NM 87501, or by telephone at (505) 505-992-6759, or by email at kkemery@santafecountynm.gov or on our website at http://www.santafecountynm.gov/asd/current_bid_solicitations

ANY BID PACKAGE RECEIVED BY THE PURCHASING DIVISION 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 January 16 and 17, 2022

BID INSTRUCTIONS

1. All bids shall be submitted on the Santa Fe County "Invitation for Bids" forms provided herein.
2. All bids must be received no later than 2:00PM (MST) on February 17, 2022, at the Santa Fe County Purchasing Division, 102 Grant Avenue (First Floor), Santa Fe, NM 87501.
Hand Delivery or by Courier:

Karen K. Emery
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, New Mexico 87501
Telephone Number (505) 992-6759

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB No. 2022-0120-PW/KE**. Bids that are not submitted in a sealed envelope or container will not be accepted.
4. Filing time marked or stamped on the sealed envelope or container by the Santa Fe County Purchasing Division shall be the official time of receipt of the bid.
5. All bids shall remain sealed until the date and time specified in the "Advertisement" on Page 2 of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink, legibly written or typed. In case of discrepancy, amounts stated in words shall govern.
7. A Pre-Bid Meeting will be held via Web-Ex on Wednesday, January 26, 2022. The link to this meeting is on page 2.
8. Acknowledgement of Receipt Form, interested bidders should E-mail the "Acknowledgement of Receipt Form" that accompanies this document (See "Appendix A") to have their organization placed on the procurement distribution list. The form should be legibly completed and signed by an authorized representative of the organization, dated and returned by close of business on **January 26, 2022**.

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

9. Campaign Contribution Disclosure Form bidders must complete and submit with their bid the Campaign Contribution Disclosure Form, "Appendix B".

GENERAL TERMS & CONDITIONS

1. **Bid Modification and Withdrawal:** After bid opening, no modifications of bids shall be permitted. A Bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the Bidders authorized representative or agent. Resubmission of the modified bid must be received within the specified time of bid opening in order to be considered.
2. **Method of Award:** Santa Fe County reserves the right to award a "Multiple Source Award" pursuant to Section 13-1-153 NMSA 1978, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items.
3. **Notification of Award:** The successful Bidder(s) shall be notified in writing within five (5) working days of contract award. The successful Bidder(s) will be issued subsequent purchase order(s) for goods and/or services as predicated by the Scope of Work, Specifications or supplemental agreement, if applicable, prepared by Santa Fe County.
4. **Delivery:** Time is of the essence for purposes of this solicitation. All damages resulting from late delivery shall be the responsibility of the bidder.

All items bid are to be delivered F.O.B. Santa Fe County, at a site to be determined by the County at the time a purchase order is released, except specifically set forth herein. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the County for late delivery penalties in the amount of \$100.00 per order each day the materials and services are delivered late.

At the option of the County Purchasing Manager, the County may invoke the default provisions of this contract for late performance in addition to the liquidated damages referred to above.

5. **Payment Terms:** All successful Bidders for items/services bid shall be subject to the terms of net thirty (30) days after receipt of the firm's proper and acceptable invoice(s) by Santa Fe County.
6. **Applicable Taxes:** Bid prices offered by interested bidders are not to include applicable taxes. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and goods. The awarded Bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
7. **Estimated Quantities:** All Bidders understand that any quantities stated in this IFB are estimated quantities and those actual quantities for the term of the contractor purchase may vary. Santa Fe County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this IFB are contingent upon available appropriated funding.

8. **Inspection and Acceptance:** Final inspection and acceptance of materials will be made by the County at the point of delivery. Non-conforming materials shall be rejected by the County and shall be removed by the bidder at its own risk and expense promptly upon notification of the non-conformance.
9. **Warranties:** The Bidder agrees that the goods and/or services furnished under this IFB shall be covered by most favored commercial warranties the Bidder gives to any customer for such goods and/or services and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause in any resulting order. The Bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability.
10. **Invoice Requirements:** The awarded Contractor(s) invoice shall be submitted in triplicate, duly certified, and contain at a minimum the following information to be acceptable to the County:
 - Purchase order number
 - Invoice number
 - Unit/Hourly/Discount prices (include extended totals)
 - Complete descriptions of goods and/or services rendered
 - Separate invoices shall be issued for each completed shipment, project or phase as determined in any previous order for such goods and/or services.
11. **Rights to Cancel:** The County reserves the right to cancel all or any part of any resulting order without cost to the County if the awarded Contractor(s) fails to meet material provisions of the order, and except as otherwise provided herein, to hold the awarded Contractor(s) liable for any excess costs associated with the contractor's default. The awarded Contractor(s) shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the contractor. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County can determine that the goods or services to be supplied by the subcontractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.
12. **Bidders Certification:** In submitting a bid, the Bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this IFB by the County.
13. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979).

14. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be used.
15. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with Bidders and to accept the offer it deems to be in the best interest of Santa Fe County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.
16. **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and to function as indicated in these specifications. The awarded bidder shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED.

17. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any Bidder orally. Each request for interpretations shall be in writing to Karen Emery, Procurement Specialist, Senior, Santa Fe County, Purchasing Division at 100 Catron Street, First Floor, Santa Fe, NM, 87501, through e-mail at kkemery@santafecountynm.gov, and to be given consideration must be received at least seven (7) working days prior to the date fixed for the receipt of bids.
18. **Communication:** Direct communication with the County technical representative or government sponsor of the requirement, other than through the aforementioned individual, may result in the elimination of the bidder's offer from consideration.
19. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of written addenda to the IFB which, if issued, will be e-mailed, faxed or other means determined by the County as reasonable to expedite this process to all prospective firms prior to the date fixed for the receipt of bids. A new bid opening schedule may be set to allow for modification and resubmission of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under their bid as submitted. **All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder on the bid sheet hereto attached.**
20. **Brand Names and Model Numbers:** Specifications in this IFB are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable standards and are not intended to restrict competition. No substitute specifications may be included. Exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions which preclude mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.

21. **Item Description(s)**: All items on all pages of the specification are representative of the desired sizes and dimensions and as such are intended as guides to potential Bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name; and (3) the County determines such items to be equal in all material respects to the salient specifications of the products required.
22. **Compatibility or Brand Name(s)**: Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the Bidder shall note such changes in its responses and include the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.
23. **Evaluation and Determination of Product(s)**: The evaluation of bids and the determination as to equality of the product or service proposed shall be the responsibility of the County and will be based on information provided in the Bid and/or information reasonably available to the County.
24. **Resident Preference**: If a bidder wishes to be given preference in this procurement, it is required to submit its certificate or certificate number issued by the State Purchasing Agent with the bid prior to the bid submittal time and date deadline. Preference will not be given to a bidder who does not submit its certificate or certificate number that can be verified with the State Purchasing Office. The certificate must be under the bidder's business name as represented in its bid. The bidder's certificate must indicate whether the bidder is certified as a resident business, resident manufacturer. Application of preference by the County shall be provided as described at Section 13-1-21 (A)-(L) and Section 13-1-21.2 NMSA 1978, of the State Procurement Code.
25. **Two or more identical bids**: If two or more identical low bids are received, the County will apply the process described at Section 13.1.110 NMSA 1978, of the State Procurement Code.
26. **Collusion**: No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
27. **Protest Procedure**: Any Bidder or Offeror who is aggrieved in connection with a procurement may protest to the County Procurement Manager as set forth in Board of County Commissioners Resolution No. 2006-60. A copy of Resolution No. 2006-60 is available upon request.
28. **Consideration of Bids**: Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or Bid Items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection.

29. **Bid Security:** Bid Security in the amount of \$500 shall accompany the bid. Security may be in the form of a certified check or bank cashier's check made payable to Santa Fe County or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other surety in form satisfactory to the County. The Bid Security of the successful bidder will be retained until the bidder has executed the Agreement, whereupon the bid security will be returned. If the bidder fails to execute and deliver the Agreement within ten (10) days of Notice of Award, the County may cancel the Notice of Award and the Bid Security of that bidder will be forfeited. **The Bid Security of any bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until either the seventh day after the executed Agreement is delivered by the County to the Contractor and the required Contract Security is furnished, or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty (30) days of the bid opening.**

Bid Security in the form of checks, except the Bid Security of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid Security of the unsuccessful of the two lowest Bidders, if in the form of a check, will be returned within fifteen (15) days following the award of contract. The retained Bid Security of the Successful Bidder, if in the form of a check, will be returned after a satisfactory contract bond has been furnished and the contract has been executed. Bid Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the County Purchasing Agent after the Notice to Award is sent by the County.

30. **Insurance Requirements:** At a minimum upon execution of the Agreement between the County and the Contractor, the Contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County for the insurance coverage set forth in the sample price agreement attached herein, if applicable.
31. **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.
32. **Double-sided documents:** All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse..."all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County.
33. **Living Wage:** Contractor shall comply with the requirements of the Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
34. **Number of Bids Accepted:** Bidders shall submit only one (1) bid in response to this IFB.

SUPPLEMENTAL TERMS & CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the requirements by Santa Fe County. The County reserves the right to accept some minor variances in the approved goods and/or services offered by the bidders if such acceptance is determined to be in the best interest of the County.
2. **Qualified Bidders:** Bids may be accepted from vendors and/or factory authorized dealers who are able and willing to provide responsive service to the County. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the Bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder. All Bidders may be required to include references from three (3) or more places of business that these items were sold to.
3. **Inspection of Work (If Applicable):** Representatives of the Santa Fe County Purchasing Division shall have access, at any reasonable time, to the Bidder's and Manufacturer's facilities for the purposes of inspection during the agreement period, to inspect the recording facility during its normal working hours. The costs associated with such inspection trips shall be borne by the County.
4. **Payment or Acceptance Not Conclusive:** No payment made under this Agreement shall be conclusive evidence of the performance of the contract, either in whole or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, and shall not relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the County or conclusive, should it subsequently develop the Bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the County shall have the right, notwithstanding final acceptance and payment, to cause the services to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.
5. **Order of Preference:** In the event of conflict between the Bid Instructions, General Terms and Conditions, Supplemental Terms and Conditions, and sample price agreement, the Supplemental Terms and Conditions shall prevail.
6. **Contract Terms and Conditions:** The Contract between the County and the Contractor shall follow the Terms and Conditions as stipulated throughout this Invitation for Bid. The County reserves the right to negotiate with a successful Bidder Terms and Conditions in addition to those contained in this IFB. The contents of this IFB, as revised and /or supplemented, the successful contractor's bid, and any additional Terms and Conditions (if applicable) as negotiated shall be accepted by the County and the Contractor as the contractual documents.

Should the bidder object to any of the County's Terms and Conditions, as stipulated throughout this Invitation, that Bidder must propose specific alternative language. The County may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Bidder's bid. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

7. **Sufficient Appropriation:** Any contract awarded as a result of this IFB 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.

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SPECIFICATIONS

1. OBJECTIVE DESCRIPTION:

The Selected Service Provider shall provide monthly billing statement printing of variable data, the related inserting and mailing services for Santa Fe County Utility billing statements and design of a custom bill template.

2. SCOPE OF WORK:

A. Core Responsibility. The Selected Service Provider shall be responsible for the printing and mailing of the Santa Fe County Utilities (SFCU) monthly water and wastewater bills for residents and businesses on a one-cycle-per-month basis. In addition to the monthly bills, The Selected Service Provider must print and deliver 15-day notices, an annual water quality report, newsletters, and other special mailings as requested. The Selected Service Provider must also design a billing template that will be used as the basis of the monthly water and wastewater bills.

B. Quantities. The average monthly total of bills to be printed and mailed and/or email out is approximately 4,100. Billing data files will be submitted independently for each cycle. The timing and the quantity of bills per cycle may be altered by SFCU at their discretion.

C. Contract Term. The Selected Service Provider should assume a contract term of 4 years.

D. File Processing. The Selected Service Provider shall be able to accept input data files in txt. format. The files will be sent to The Selected Service Provider's secure ftp site. The Selected Service Provider must provide a means for secure data transmission to and from SFCU and a method to confirm receipt of any or all data transmissions. The Selected Service Provider must have the ability to accommodate business rules for statements that need to be removed prior to mailing.

E. Customer Confidentiality. The Selected Service Provider must assure SFCU of confidentiality in the handling of customer information. Discarded billings must be shredded in a cross-cut or confetti manner and properly disposed of in a private dumpster or refuse receptacle. Under no circumstances shall customer data be discarded in an un-shredded condition or discarded in a public dumpster or refuse receptacle.

F. Capability. The Selected Service Provider shall have the capability, staffing, and resources necessary to print, fold, insert, sort, and mail the monthly bills within two business days of receipt of data. Once files have been submitted by the SFCU, The Selected Service Provider will have samples of bills for SFCU to review prior to printing. The Selected Service Provider must, at all times, maintain an adequate workforce and an adequate supply of paper, forms, envelopes, etc. to enable the execution of the work on this contract without delay due to lack of manpower, supplies, or materials. Inability to perform the services required due to a lack of manpower, supplies, or materials may result in termination of the Contract.

- G. Customer Service.** The Selected Service Provider must be responsive to SFCU concerns, responding to phone calls and emails in a timely manner and working with SFCU to resolve issues in a reasonable timeframe and manner. The Selected Service Provider must have the functionality for statement and insert review and approval processes by SFCU staff prior to print and mail.
- H. Printing Capability.** The Selected Service Provider must be capable of printing full-color, duplexed statements, graphics, charts, and variable usage graphs in order to make the SFCU statements and other inserts eye-appealing and easy to read.
- I. Inserts.** The Selected Service Provider shall print inserts to accompany statements when requested to do so. Statement files may be flagged for select inserts as required by the SFCU. SFCU will indicate which statements are to receive selected inserts. The Selected Service Provider shall include inserts provided by SFCU within five business days of mailing deadline. For inserts, The Selected Service Provider will provide SFCU printed images to review three days prior to printing.
- J. Materials.** The Selected Service Provider must procure and warehouse any and all paper, forms, envelopes or other supplies and materials that shall be used in the execution of this contract. SFCU shall not be invoiced for nor pay any reimbursement costs for paper, forms, envelopes, or other supplies and materials used by The Selected Service Provider to provide the services required.
- K. Format.** Statement form is imaged as the variable information is laser printed in color on perforated, 8 1/2, x 11 inch, #24 white paper. Delinquent accounts are imprinted with "Past Due" and final and reminder notices are printed letter style on #24 white paper.
- L. Mailing Preparation.** The Selected Service Provider shall fold and insert statements and up to four inserts with remittance envelope into a preprinted number ten (#10) window envelopes with interior tinting or printing for visual security. In addition, The Selected Service Provider shall enclose in each bill one (1) number nine (#9) envelope with interior security tinting or printing as a convenience to the residents and businesses for the return of payments. Multiple page mailings shall be collated then folded and machine inserted into the window envelope.
- M. Mailing.** The Selected Service Provider must process addresses for Coding Accuracy Support System (CASS) certification, move update status and postal optimization. Addresses are to be encoded as the billing statements are imaged and then group into electronic presorting in order to attain postal discounts and lowest postal rate. The Selected Service Provider shall sort, bundle, tray and prepare all required postal documentation and deliver to US Post Office in New Mexico.
- N. Costs.** The Selected Service Provider must provide all prices in per-unit cost that shall be all-inclusive and cover the costs of any and all services rendered by The Selected Service Provider. The per-unit cost applicable to each bill or each insert printed must include the total cost associated with providing the service to SFCU. These costs shall include; but not be limited to, any and all costs associated with staffing, software, hardware, printing equipment, printing supplies, mailing materials, postage, etc. necessary to perform the services stipulated. The per-unit price must be all-inclusive and

there shall be no additional charges for jammed, wasted, obsolete materials or any other form of overhead associated with this Contract.

O. Cost Saving Measures. As cost-savings measures and to lessen the impact on the environment, The Selected Service Provider must have the ability to exclude the return envelope in the mailings to customers who usually pay via bank draft, on line, or in person and to use print broker services, if applicable, for preprinted envelopes, billing forms and other printed material as requested.

P. Disaster Recovery Plan. The Selected Service Provider must have a disaster recovery plan which includes backup power, offsite data centers, redundancy of equipment, and a formal disaster recovery agreement or site.

Q. Additional Services. The Selected Service Provider will provide strategically designed bill template, customization, programming, logical processing on data, and reformatting of data file to correspond to customized layout, as required.

The strategically designed bill shall include the following:

- a. **Concise Branding** – SFCU logo, company colors.
- b. **Strategic Layout** – The overall document layout must control the user experience, guiding the customer through the page in a specific manner. With a strategy in place, optimize the path, from account details to amount due and payment details.
- c. **Color Highlight** – Make the important elements on the bill stand out with strategic color usage. By using color to highlight the amount due, call to action or marketing messages, the information shall draw the reader's eye to the most important elements.
- d. **Data-Driven Graphics** – Add targeted graphics based on SFCU billing customers, with images that resonate with them, such as those based on customer usage (current month vs. previous month) and monthly charges by category (water, sewer, misc., balance forward). The graphics will complement the layout to enhance the personalized feel.
- e. **Clear CTA** – Adding a clear-cut call-to-action lets customers know what action to take, such as how to make a payment or access more information. There is no confusion. By going further and using a QR code or personalized URL (PURL) you can include quick and easy actions, with a trackable way to measure this customer activity – and add a multichannel experience with multiple touchpoints.

BID FORM

Project: Design, Printing, Insertion, And Mailing Services IFB No. 2022-0120-PW/KE
For Monthly Billing Statements

Bidder Information:

This Bid is submitted to:

Name:

Santa Fe County Purchasing Division

Address:

102 Grant Avenue, (First Floor)

Santa Fe, New Mexico 87501

Attn: Karen K. Emery

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the specifications sheet(s) for the Invitation for Bids reference **2022-0120-PW/KE** we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

Design, Printing, Insertion, And Mailing Services For Monthly Billing Statements

Signature:

Name (typed or printed):

Title:

Firm Name:

Telephone: () _____

Fax: () _____

Resident Preference Number: _____
(Attach copy of Preference Certificate to Bid)

Business License Number: _____
(Attach copy of Business License to Bid)

☐ Bid Security, (if applicable)

☐ Liability Insurance required, (if applicable)

☐ Surety Bond required, (if applicable)

☐ Received addenda #'s _____ & _____ & _____ when issued.

BID SHEET

**IFB# 2022-0120-PW/KE
Design, Printing, Insertion, And Mailing Services
For Monthly Billing Statements**

All blanks have been filled in; Bid Sheet is attached to the completed Invitation to Bid (IFB) #2022-0120-PW/KE and is returned herewith.

NAME OF COMPANY: _____

Please provide the rates your firm will charge the County for Design, Printing, Insertion, and Mailing Services for Monthly Billing Statements as indicated in the IFB. The costs shall include but not limited to, any and all costs with staffing, software, hardware, printing equipment, printing supplies, mailing materials, postage, etc. necessary to perform the services stipulated. The per-unit price must be all inclusive and there shall be no additional charges for jammed, wasted, obsolete materials or any other form of overhead associated with this Contract.

Base Bids: (Items 1 & 2)

1. **Print, fold, stuff, distribute of County Designed variable data on face and back monthly utility billing statements with up to four inserts: laser printed statements in color ink, 8 ½ by 11, #24 white perforated stock; To include #10 window envelopes and #9 remittance envelopes; Approximately 4,100 mailings per month double sided.**
 - **Monthly statements sent via US Postal Service and Electronic Mail (email one billing cycle per month)**
 - **Up to Four page insert**
 - **Pre-printed #10 window envelope** (with interior tinting or printing for visual security)
 - **#9 envelope** (with interior security tinting or printing as a convenience to the resident or businesses for the return of payments.)
2. **"Past Due Notices" and final, reminder notices approximately 100 per month printed on #60 white paper**

BASE BID TOTAL(Items 1 & 2) : \$ _____

Alternate Bids: (Items 3 & 4) as requested

3. Design, of new template, newsletters and/or special mailings.

\$_____ hourly rate

4. Setup Charge

\$_____ per hour

ALTERNATE TOTAL (Items 3 & 4): \$ _____

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**APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM**

**IFB# 2022-0120-PW/KE
Design, Printing, Insertion, And Mailing Services
For Monthly Billing Statements**

An Acknowledgement of Receipt Form should be signed and submitted to the Procurement Division (see contact information below). Only Bidders who elect to return this completed form, with the intention of submitting a bid, will receive copies of County's written responses as well as IFB Addenda, if any are issued.

BIDDER: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE NO:** _____

E-MAIL: _____ **FAX NO:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

The above name and address will be used for all correspondence related to the IFB.
Bidder does / does not (CIRCLE ONE) intend to respond to this IFB.

**Karen K. Emery, Procurement Specialist, Senior
Santa Fe County Purchasing
102 Grant Avenue
Santa Fe, NM 87501
Telephone: (505) 992-6759
Fax: (505) 989-3243
Email: kkemery@santafecountynm.gov**

APPENDIX B CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or

expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

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 the box only:

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representations made in checking the box 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 _____, 202__

NOTARY PUBLIC

My Commission Expires:

APPENDIX D SAMPLE SERVICE AGREEMENT

SERVICE AGREEMENT BETWEEN SANTA FE COUNTY AND [NAME OF CONTRACTOR OR VENDOR] FOR [GOODS OR SERVICES]

THIS AGREEMENT is made and entered into this _____ day of _____ 2022, by and between **SANTA FE COUNTY**, hereinafter the "County" and **[CONTRACTOR'S NAME]**, whose principal address is **[CONTRACTOR'S ADDRESS]** hereinafter the "Contractor".

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117 of the Procurement Code, an Invitation for Bid No. 2022-0120-PW/KE (IFB) was issued. The Contractor was determined to be the lowest, responsive bidder to provide monthly billing statement printing of variable data, the related inserting and mailing services for Santa Fe County Utility billing statements and design of a custom bill template; and

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

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

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

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF SERVICES

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

Contractor shall provide monthly billing statement printing of variable data, the related inserting and mailing services for Santa Fe County Utility billing statements and design of a custom bill template.

- A. **Core Responsibility.** Contractor shall be responsible for the printing and mailing of the Santa Fe County Utilities (SFCU) monthly water and wastewater bills for residents and businesses on a one-cycle-per-month basis. In addition to the monthly bills, Contractor must print and deliver 15-day notices, an annual water quality report, newsletters, and other special mailings as requested. Contractor must also design a billing template that will be used as the basis of the monthly water and wastewater bills.
- B. **Quantities.** The average monthly total of bills to be printed and mailed and/or email out is approximately 4,100. Billing data files will be submitted independently for each cycle. The timing and the quantity of bills per cycle may be altered by SFCU at their discretion.

- C. **File Processing.** Contractor shall be able to accept input data files in txt. format. The files will be sent to Contractor's secure ftp site. Contractor must provide a means for secure data transmission to and from SFCU and a method to confirm receipt of any or all data transmissions. Contractor must have the ability to accommodate business rules for statements that need to be removed prior to mailing.
- D. **Customer Confidentiality.** Contractor must assure SFCU of confidentiality in the handling of customer information. Discarded billings must be shredded in a cross-cut or confetti manner and properly disposed of in a private dumpster or refuse receptacle. Under no circumstances shall customer data be discarded in an un-shredded condition or discarded in a public dumpster or refuse receptacle.
- E. **Capability.** Contractor shall have the capability, staffing, and resources necessary to print, fold, insert, sort, and mail the monthly bills within two business days of receipt of data. Once files have been submitted by the SFCU, Contractor will have samples of bills for SFCU to review prior to printing. Contractor must, at all times, maintain an adequate workforce and an adequate supply of paper, forms, envelopes, etc. to enable the execution of the work on this contract without delay due to lack of manpower, supplies, or materials. Inability to perform the services required due to a lack of manpower, supplies, or materials may result in termination of the Contract.
- F. **Customer Service.** Contractor must be responsive to SFCU concerns, responding to phone calls and emails in a timely manner and working with SFCU to resolve issues in a reasonable timeframe and manner. Contractor must have the functionality for statement and insert review and approval processes by SFCU staff prior to print and mail.
- G. **Printing Capability.** Contractor must be capable of printing full-color, duplexed statements, graphics, charts, and variable usage graphs in order to make the SFCU statements and other inserts eye-appealing and easy to read.
- H. **Inserts.** Contractor shall print inserts to accompany statements when requested to do so. Statement files may be flagged for select inserts as required by the SFCU. SFCU will indicate which statements are to receive selected inserts. Contractor shall include inserts provided by SFCU within five business days of mailing deadline. For inserts, Contractor will provide SFCU printed images to review three days prior to printing.
- I. **Materials.** Contractor must procure and warehouse any and all paper, forms, envelopes or other supplies and materials that shall be used in the execution of this contract. SFCU shall not be invoiced for nor pay any reimbursement costs for paper, forms, envelopes, or other supplies and materials used by Contractor to provide the services required.
- J. **Format.** Statement form is imaged as the variable information is laser printed in color on perforated, 8 1/2, x 11 inch, #24 white paper. Delinquent accounts are imprinted with "Past Due" and final and reminder notices are printed letter style on #24 white paper.
- K. **Mailing Preparation.** Contractor shall fold and insert statements and up to four inserts with remittance envelope into a preprinted number ten (#10) window envelopes with interior tinting or printing for visual security. In addition, Contractor shall enclose in each bill one (1) number nine (#9) envelope with interior security tinting or printing as a convenience to the residents and businesses for the return of payments. Multiple page mailings shall be collated then folded and machine inserted into the window envelope.

- L. **Mailing.** Contractor must process addresses for CASS certification, move update status and postal optimization. Addresses are to be encoded as the billing statements are imaged and then group into electronic presorting in order to attain postal discounts and lowest postal rate. Contractor shall sort, bundle, tray and prepare all required postal documentation and deliver to post office in New Mexico.
- M. **Costs.** Contractor must provide all prices in per-unit cost that shall be all-inclusive and cover the costs of any and all services rendered by Contractor. The per-unit cost applicable to each bill or each insert printed must include the total cost associated with providing the service to SFCU. These costs shall include, but not be limited to, any and all costs associated with staffing, software, hardware, printing equipment, printing supplies, mailing materials, postage, etc. necessary to perform the services stipulated. The per-unit price must be all-inclusive and there shall be no additional charges for jammed, wasted, obsolete materials or any other form of overhead associated with this Contract.
- N. **Cost Saving Measures.** As cost-savings measures and to lessen the impact on the environment, Contractor must have the ability to exclude the return envelope in the mailings to customers who usually pay via bank draft, on line, or in person and to use print broker services, if applicable, for preprinted envelopes, billing forms and other printed material as requested.
- O. **Disaster Recovery Plan.** Contractor must have a disaster recovery plan which includes backup power, offsite data centers, redundancy of equipment, and a formal disaster recovery agreement or site.
- P. **Additional Services.** Contractor will provide strategically designed bill template, customization, programming, logical processing on data, and reformatting of data file to correspond to customized layout, as required.
 - a. The strategically designed bill shall include the following:
 - b. **Concise Branding** – SFCU logo, company colors.
 - c. **Strategic Layout** – The overall document layout must control the user experience, guiding the customer through the page in a specific manner. With a strategy in place, optimize the path, from account details to amount due and payment details.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Services), of this Agreement shall be completed in full, to the satisfaction of the 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 Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the 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 **\$XX,XXX.XX inclusive or exclusive** of NM GRT.
- 3) This amount is a maximum and not a guarantee that the Services 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 **the Public Works Department, Utilities Division, NAME/INDIVIDUAL, ADDRESS AND PHONE NUMBER]**, or such other individual as may be designated in the absence of the County 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 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 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and 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 become effective as of the date of last signature by the parties hereto and shall terminate one year from such date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement on the same terms and conditions for three additional one-year terms, not to 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 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.

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 Services 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.

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 Services), 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 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.

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 Utilities Division Attn: P. J. Griego, P.O. Box 276 Santa Fe, New Mexico 87504-0276
----------------	--

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. 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 Agreement; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; and SURVIVAL.

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

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

Approved as to form

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Division

Yvonne S. Herrera
Finance Director

Date

CONTRACTOR:

Signature

Date

Print name and title

