

**SANTA FE COUNTY  
ASSESSOR'S OFFICE**

**REQUEST FOR PROPOSALS**



**LEGAL SERVICES  
FOR THE ASSESSOR'S OFFICE**

**RFP # 2023-0055-AO/KE**

**NOVEMBER 2022**

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**I. ADVERTISEMENT**

**SANTA FE COUNTY  
LEGAL SERVICES FOR ASSESSOR'S OFFICE  
RFP NO. 2023-0055-AO/KE  
New Mexico State Commodity Code 96149**

Santa Fe County is requesting proposals from qualified law firms and attorneys to provide general legal counsel and representation for the Assessor's Office for formal protest hearings and court proceedings. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly on the outside of the container. **All proposals must be received by 2:00 PM by Thursday, December 21, 2022, via drop box <https://www.dropbox.com/request/mZHt1S72ZI97wtJJZp5ME> or at the Santa Fe County Purchasing Division, 102 Grant Avenue (First Floor), Santa Fe, NM 87501.** By submitting a proposal for the requested services each Offeror is certifying that their proposal complies with regulations and requirements stated within the Request for Proposals.

A **Pre-Proposal Conference** will be held on **Friday, November 18, 2022** at 9:00 AM via WebEx. Attendance to the pre-proposal conference is not mandatory but is strongly encouraged.

<https://sfco.webex.com/sfco/j.php?MTID=m26b8470139c1238bd5013db3b88f7967>

**EQUAL OPPORTUNITY EMPLOYMENT:** All 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 Karen K. Emery, Procurement Specialist, Senior, 102 Grant Avenue (First Floor), Santa Fe, New Mexico 87501, by telephone at (505) 992-6759 or by email at [kkemery@santafecountynm.gov](mailto:kkemery@santafecountynm.gov) or on our website at [http://www.santafecountynn.gov/asd/current\\_bid\\_solicitations](http://www.santafecountynn.gov/asd/current_bid_solicitations).

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

Santa Fe County  
Purchasing Division  
Publish: November 6 and 7, 2022

## II. CONTRACT OBJECTIVES

### A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Santa Fe County requests proposals from qualified law firms and attorneys to provide general legal counsel and representation for the Assessor's Office.

### B. SCOPE OF WORK

The Contractor shall advise and represent the County on property tax matters as directed by the County Attorney in consultation with the County Assessor.

The scope of work will include, but is not limited to, the following:

1. Provide legal research and write legal memoranda regarding property valuation matters and administrative law;
2. Prepare pleadings and briefs for district, appellate and supreme courts;
3. Represent the County Assessor in certain protest proceedings and tax refund claims;
4. Represent the best interests of the Office of the Santa Fe County Assessor as determined by the Assessor in regards to certain legal issues that may arise daily in the Office.
5. Draft information documents and instruction for property owners as well as appraisal staff;
6. Interface with any property owner's attorney for exchange of information necessary to appraise property;
7. Demonstrate experience representing government agencies, offices, office-holders,
  - a. elected officials, appointed officials and be willing to actively update educational or
  - b. training opportunities to aid in the same.
8. Work with the District Attorney's Office in relation to charges of criminal tax evasion;
9. Interface with taxpayers, attorneys and tax consultants who contact the Office of the Santa Fe County Assessor;
10. Work with attorneys and administrators of the State of New Mexico Taxation and Revenue Department/Property Tax Division (PTD), the County Assessor and other Counties regarding issues that have state-wide property tax implications;
11. Brief County Officials, employees and others on issues pertinent to this scope of work
12. Document all legal memoranda, letters, correspondence, etc. and provide to the Office of the Santa Fe County Assessor for historical reference prior to professional services term expiring.
13. Participate in a one-time per month, recurring meeting up to 4 hours maximum to discuss all pending legal matters including but not subject to Commercial, Residential, Real Estate protests, non-governmental exemptions, etc.

14. When necessary, participate in-person, with the Assessor on many varied issues about valuation/assessment procedures, state statute interpretation and meet with and give opinions on legal issues as they arise on a daily basis, weekly, monthly or quarterly basis.
15. Answer on a daily basis Assessor's procedural questions and respond to emails and inquiries as they arise.
16. Perform legal research with internet research tools to verify opinions and to answer questions of the Assessor.
17. Grant "walk-in" status for the Assessor – for example if the Assessor has an immediate issue which requires attention, then the responsive firm or its attorney or attorneys will be made immediately available to the Assessor for the Assessor to discuss said issues. Additionally, if so requested by the Assessor the responsive firm, or its attorney or attorneys will attend to the same immediately and in the office of the Assessor.
18. Review all policies and procedures and be able to, through sound and ethical advice, minimize liability to the greatest extent possible to aid the Assessor as said clerk may require.
19. Review, research, and give legal advice on value appeals by taxpayers and tax appeal companies to the County Property Valuation Board and New Mexico State Property Tax Division (PTD).
20. Collaborate with the Assessor on a timeframe/turnaround time to review and make a determination on property accounts and dependent on the uniqueness of the account and complexity of the legal issues being addressed.
21. Conduct a yearly training with the Office of the Santa Fe County staff members to help them to understand statutory requirements as they relate to valuing all types including real estate, commercial, agricultural, business personal property, etc.
22. Collaborating when necessary County Attorney on any pending litigation.

**C. QUALIFICATIONS**

Offerors must be licensed by the New Mexico State Bar and in Federal Court.

**D. INSURANCE REQUIREMENTS**

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 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off

work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

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

D. 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.

E. Malpractice/Errors and Omissions Insurance. The Contractor shall procure and maintain during the life of this Agreement professional liability or errors and omissions insurance in amounts not less than \$1,000,000 per occurrence, \$2,000,000 per aggregate.

**E. PROCUREMENT SPECIALIST SENIOR**

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

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

**F. DEFINITION OF TERMINOLOGY**

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

**“BCC”** means the elected Board of County Commissioners.

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

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

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

**“County”** means Santa Fe County.

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

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

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

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

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

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal. **“Procurement Manager”** means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

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

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

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

### 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 Senior will make every effort to adhere the following schedule:

|           | <u>Action</u>   | <u>Responsibility</u>        | <u>Date</u>                     |
|-----------|---|------------------------------|---------------------------------|
| 1.        | Issue of RFP  | Purchasing Division          | <u>Nov. 6 &amp; 7, 2022</u>     |
| 2.        | Pre-Proposal Conference<br>9:00am WebEx Meeting         | Owner/Purchasing<br>Offerors | <u>Nov. 18, 2022</u>            |
| 3.        | Acknowledgement Form Due                                | Offerors                     | <u>Nov. 18, 2022</u>            |
| 4.        | Deadline to Submit Questions                            | Offerors                     | <u>Nov. 22, 2022</u>            |
| 5.        | Response to Written Questions                           | Purchasing Division          | <u>December 2, 2022</u>         |
| <b>6.</b> | <b>Submission of Proposal<br/>2:00PM by DropBox</b>     | <b>Offerors</b>              | <b><u>December 21, 2022</u></b> |
| 7.        | Proposal Evaluation                                     | Committee Evaluation         | <u>January 10, 2023</u>         |
| 8.        | Selection of Finalists (if applicable)                  | Committee Evaluation         | <u>January 2023</u>             |
| 9.        | Best and Final Offers<br>from Finalists (if applicable) | Offeror                      | <u>January 2023</u>             |
| 10.       | Oral Presentation by Finalists<br>(if applicable)       | Offeror                      | <u>January 2023</u>             |
| 12.       | Finalize Contract                                       | County, Offeror              | <u>January 2023</u>             |
| 13.       | Contract Award  | Purchasing Division          | <u>February 2023</u>            |

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

**B. EXPLANATION OF EVENTS**

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

**1. Issuance of RFP**

This RFP is being issued by the Assessor's Office and the Purchasing Division.

**2. Pre-Proposal Conference**

A Pre-Proposal Conference is scheduled to be held on the date indicated in the "Sequence of Events" at Section III.A. Questions may be submitted at the Pre-Proposal Conference and after up until the date indicated in the "Sequence of Events" at Section III.A. A public log will be kept of the names of potential Offerors who attend the pre-proposal conference.

**3. Acknowledgement of Receipt Form Due**

A potential Offeror should hand-deliver 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 the date indicated in the "Sequence of Events" at Section III.A.

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

**4. Deadline to Submit Additional Written Questions**

Potential Offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All written questions must be addressed to the Procurement Specialist, listed in Section II, Paragraph E and sent via facsimile or e-mail.

**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 Senior 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 PM ON THURSDAY, DECEMBER 21, 2022. *Proposals received after this deadline will not be accepted.*** The date and time of receipt will be recorded on each proposal. Proposals should be submitted by drop box at

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

The Preferred Way to Submit Proposals Is By Drop Box at:

<https://www.dropbox.com/request/mZHt1S72ZI97wtJZp5ME>

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

**7. Proposal Evaluation**

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

**8. Selection of Finalists**

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

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

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

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

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

**11. Contract Negotiations**

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

**12. Contract Award**

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

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

**13. Right to Protest**

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

Santa Fe County  
Attn: Procurement Office  
P.O. Box 276  
Santa Fe, New Mexico 87504

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

## C. GENERAL REQUIREMENTS

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

### 1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the contract template attached hereto as Appendix D.

### 2. Incurring Cost

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

### 3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County including any payments to subcontractors. 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 Senior. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**7. Proposal Offer Firm**

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

After award, proposals, except contents for which the Offeror has made a written request for confidentiality, shall be open to public inspection. The Procurement Specialist Senior will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Santa Fe County Procurement Manger shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**9. No Obligation**

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

**10. Termination**

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

**11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be

effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

**12. Legal Review**

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

**13. Governing Law**

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

**14. Basis for Proposal**

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

**15. Contract Terms and Conditions**

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

However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

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

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

**16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the County.

**17. 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.

**18. 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 approval by the Procurement Manager.

**19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee, subject to approval by the Procurement Manager.

**20. 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.

**21. 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.

**22. County Rights**

The County reserves the right to accept all or a portion of an Offeror's proposal.

**23. 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.

**24. 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 if requested.

**25. Electronic Mail Address Required**

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.

**26. Preference in Procurement by Santa Fe County**

**a. *New Mexico Resident Business 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 Business Preference***

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state 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% 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 Business Preference**

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

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

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

27. **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".

**28. Living Wage**

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

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## IV. RESPONSE FORMAT AND ORGANIZATION

### A. **NUMBER OF RESPONSES**

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

### B. **NUMBER OF COPIES**

Offerors shall deliver one original of their proposal to the location specified in Section II, Paragraph E, on or before the closing date and time for receipt of proposals. Please submit your proposal by Drop Box. <https://www.dropbox.com/request/mZHt1S72ZI97wtJZp5ME>

### C. **PROPOSAL FORMAT**

All proposals shall be limited to 20 pages, with exception to professional licenses and certifications, which shall be added as appendices. The document shall be written in standard 8 1/2 x 11 form, with a font no smaller than 12 pt. pitch, with nominal 1” margins and normal line spacing.

#### 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 Evaluation Criteria

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. 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 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.

THIS SECTION LEFT BLANK INTENTIONALLY

## V. EVALUATION CRITERIA

Offerors should respond in the form of a thorough narrative to each evaluation criteria. The narratives together with required supporting materials will be evaluated and assigned points accordingly.

### A. INFORMATION

#### Time Frame

The contracts are scheduled to begin in or around February 2023 with a term of one year with an option to extend the contract in one year increments not to exceed a total of four years in duration.

### B. EVALUATION FACTORS

#### 1. Introduction

- Provide a brief introduction and overview including history and background of company or individuals;
- Describe mission/vision and legal philosophy.

#### 2. Legal Competence and Experience

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

#### 3. Approach/Ability

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

#### 4. Evidence of Understanding Scope of Work

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

- Include an itemized description of services to be offered;
- Any services that cannot be provided should be noted.

5. Past Record of Performance

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

C. **COST PROPOSAL** – Provide in a separate drop box folder a firm, fixed hourly rate that include costs for: travel to and from the off-site workplace to the on-site workplace, per diem, fringe benefits, incidentals and any other overhead costs for Offeror and Offeror’s personnel. Hourly rates should not include New Mexico gross receipts tax which shall be shown separately on the contractor’s payment invoices.

| <u>Staff Member</u>               | <u>Hourly Rate</u> |
|-----------------------------------|--------------------|
| Senior Partner                    | \$ _____           |
| Consultants                       | \$ _____           |
| Partners                          | \$ _____           |
| Associates                        | \$ _____           |
| Law Clerks                        | \$ _____           |
| Paralegals                        | \$ _____           |
| Clerical                          | \$ _____           |
| Travel (mileage)                  | \$ _____           |
| Copies or document reproduction:  | \$ _____           |
| Other (please describe in detail) | \$ _____           |

**VI. EVALUATION**

**A. EVALUATION SCORING**

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

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

- 1. Introduction..... **100 points**
- 2. Legal Competence and Experience ..... **300 points**
- 3. Approach and Ability ..... **250 points**
- 4. Evidence of Understanding Scope of Work..... **200 points**
- 5. Past Record of Experience..... **150 points**
  
- TOTAL POINTS..... 1000 points**

**PREFERENCES**

If an offeror’s proposal contains a valid certificate as an In - State Resident Business, a Resident Veteran Business or a Santa Fe County Business Certificate, the following points will be applied to an offeror’s total points:

In-State Resident Business ..... **50 points**

Or

Resident Veteran Business ..... **100 points**

And

Santa Fe County Business ..... **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 Senior may contact the Offeror for clarification of the response as specified in Section III.B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III.C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores may 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 will be recommended for contract award as specified in Section III.B.11. Only the points from the Oral Presentation will be calculated for most & highest qualified Offeror. Points from the "shortlisted" evaluations will only be used if there is a tie resulting from the Oral Presentations. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM  
RFP# 2023-0055-AO/KE  
LEGAL SERVICES FOR THE ASSESSOR’S OFFICE**

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

The acknowledgement of receipt should be signed and returned to the Procurement Specialist Senior no later than close of business on **November 18, 2022**. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

Karen K. Emery, Procurement Specialist, Senior  
Santa Fe County Purchasing Division  
102 Grant Avenue (First Floor)  
Santa Fe, New Mexico 87501  
(505) 992-6759  
(505) 989-3243  
[kkemery@santafecountynm.gov](mailto: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 **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Title (Position)

**APPENDIX C**

**Resident Veterans Preference Certification**

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

**Please check one box only:**

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

“I 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 veteran’s 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

## APPENDIX D

### PROFESSIONAL SERVICES AGREEMENT WITH \_\_\_\_\_ FOR LEGAL SERVICES

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between **Santa Fe County**, hereinafter referred to as the “County” and \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, hereinafter referred to as the “Contractor”.

**WHEREAS**, the Santa Fe County Assessor’s Office requires legal assistance on property valuation matters and administrative law;

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited through a formal Request for Proposals, RFP No. 2023-0055-AO/KE, for legal services for the Assessor’s Office;

**WHEREAS**, based upon the evaluation criteria established within the RFP for the purposes of determining the most qualified Offeror, Santa Fe County has determined the Contractor as the most responsive and highest rated Offeror;

**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 advise and represent the County on property tax matters as directed by the County Attorney in consultation with the County Assessor.

The Contractor shall:

- A. Provide legal research and write legal memoranda regarding property valuation matters and administrative law;
- B. Prepare pleadings and briefs for district, appellate and supreme courts;
- C. Represent the County Assessor in certain protest proceedings and tax refund claims;
- D. Draft information documents and instruction for property owners as well as appraisal staff;
- E. Interface with any property owner’s attorney for exchange of information necessary to appraise property;

- F. Work with the District Attorney’s office in relation to charges of criminal tax evasion;
- G. Interface with taxpayers, attorneys and tax consultants who contact the Assessor’s office;
- H. Work with attorneys and administrators of the Taxation and Revenue Department, the County Assessor and other Counties regarding issues that have state-wide property tax implications;
- I. Brief County Officials, employees and others on issues pertinent to this scope of work.

**2. COMPENSATION AND INVOICING**

A. The total compensation to be paid under this Agreement including fees and costs, shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_) exclusive of gross receipts tax.

The County shall pay to the Contractor based on the following hourly rates:

| <u>Staff Member</u>              | <u>Hourly Rate</u> |
|----------------------------------|--------------------|
| Senior Partner                   | \$ _____           |
| Consultants                      | \$ _____           |
| Partners                         | \$ _____           |
| Associates                       | \$ _____           |
| Law Clerks                       | \$ _____           |
| Paralegals                       | \$ _____           |
| Clerical                         | \$ _____           |
| <br>Travel (mileage)             | <br>\$ _____       |
| Copies or document reproduction: | \$ _____           |
| Other (please describe)          | \$ _____           |

B. The Contractor shall submit a written request for payment to the County once a month. Upon the County’s receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, 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 1.5% per month, until the amount due is paid in full.

C. The County shall reimburse the Contractor reasonable travel expenses. Authorized travel shall be reimbursed at the rate set forth in the Travel and Per Diem Acts, NMSA 1978, Section 10-8-4, et seq as amended by the County and at the mileage rate set forth in the Per Diem and Mileage Act and DFA Rule 95-1 regulations governing the Per Diem and Mileage Act. Reimbursement for approved travel expenses shall not exceed \$\_\_\_\_\_.

D. 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.

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

### **3. EFFECTIVE DATE AND TERM**

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

### **4. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Paragraph 1, Scope of Work of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Paragraph 2, Compensation and Invoicing of this Agreement, and for no other cost, amount, fee, or expense.

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

### **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 determination. The termination shall be effective 15 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 15 days, the breaching party shall have a reasonable time to cure the breach, provided that, within ten days of its receipt of the written notice of termination, the breaching party (i) began to cure the breach and (ii) 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 ten 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. 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.

## **9. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of

the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## **10. SUBCONTRACTING**

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

## **11. INDEMNITY**

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 Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

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

## **12. RECORDS AND INSPECTIONS**

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").

## **13. 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.

## **14. 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.

## **15. 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 prior written approval of the County.

**16. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

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.

**17. 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.

**18. 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.

**19. 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.

**20. EQUAL OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal 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.

**21. SEVERABILITY**

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

**22. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

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

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules.

**23. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Section 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.

**24. NO THIRD-PARTY BENEFICIARIES**

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

**25. FACSIMILE SIGNATURES**

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

**26. LIMITATION OF LIABILITY**

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, Compensation and Invoicing, of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

**27. 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, § 41-4-1, et seq.

## 28. 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 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

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

D. 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.

E. Malpractice/Errors and Omissions Insurance. The Contractor shall procure and maintain during the life of this Agreement professional liability or errors and omissions insurance in amounts not less than \$1,000,000 per occurrence, \$2,000,000 per aggregate.

## 29. 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 Public Regulation Commission on Contractor's behalf.

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

## 30. SURVIVAL

The provisions of paragraphs 8, 9, 10, 11, 14, 15, 16, 22, 26, 27 and 28 shall survive termination of this Agreement.

**31. 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.

**32. NOTICES**

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

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

To the Contractor: [insert name, address, phone number and email]

**33. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable**

The Contractor hereby irrevocably appoints, \_\_\_\_\_, a New Mexico resident company located at \_\_\_\_\_, 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.

**34. 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:**

\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Jeff Young  
Santa Fe County Attorney

\_\_\_\_\_  
Date

Finance Division:

\_\_\_\_\_  
Yvonne S. Herrera  
Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and title