

**The City of Santa Fe
on behalf of
Santa Fe Solid Waste Management Agency**

REQUEST FOR PROPOSALS (RFP)

LEGAL SERVICES



RFP#
23/55/P

RFP Release Date: April 11, 2023

Proposals Due Date: April 25, 2023

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract/agreement through competitive negotiations for the procurement of legal services for the Santa Fe Solid Waste Management Agency (Agency).

B. BACKGROUND INFORMATION

The Santa Fe Solid Waste Management Agency (Agency) is a public entity that is jointly governed by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act (JPA). The JPA delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill (Landfill) and the Buckman Road Recycling and Transfer Station (BuRRT). While the City of Santa Fe is the fiscal agent for the Agency, the Agency is responsible for retaining their own legal counsel in accordance with the Fiscal Agent Agreement. As such, the role of legal counsel for the Board members and Agency is to understand strategy and objectives of the Agency business and effectively communicate the risks and legal issues involved in any decision to management.

C. SCOPE OF PROCUREMENT

The selected firm will provide the following services:

- Provide legal advice, counsel services, and consultation to the Agency on a wide variety of general issues and areas
- Agency's Joint Powers Board (Board) meetings and upon request attend the Santa Fe County Board of County Commissioners (BCC) and City of Santa Fe Council meetings Review and revise Agency ordinances, resolutions and policies for legal accuracy and compliance
- Provide guidance to Board members and Agency employees on awareness of ethical standards
- Work cooperatively with other attorneys, as needed, to assure proper management of legal issues, and proper coordination and transition of legal information among attorneys
- Furnish the Board or Executive Director of the Agency with opinions on legal subjects as requested
- Provide legal advice on union grievance proceedings up to arbitration
Performs other legal services and tasks, as requested

The resulting contract/agreement will be a single award.

The term of the contract/agreement shall be for one (1) year with an option to extend. The Agency reserves the right to renew the contract/agreement on an annual basis by mutual Agreement not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

This procurement will result in a Professional Services Agreement that may be utilized by all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law.

D. PROCUREMENT MANAGER

Santa Fe Solid Waste Management Agency has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name and e-mail address are listed below:

Name: Danita Boettner, Procurement Manager
Santa Fe Solid Waste Management Agency

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Office at the following emails:

Procurement Manager: dboettner@sfswma.org

Central Purchasing Office: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Office regarding this procurement. Other Agency employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.11.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing_RFP@santafenm.gov.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Agency**” means the Santa Fe Solid Waste Management Agency.
2. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract/agreement.
3. “**Award**” means the final execution of the contract/agreement document.
4. “**BuRRT**” means the Buckman Road Recycling and Transfer Station.
5. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
6. “**Central Purchasing Office**” means the office responsible for the control of procurement of items of tangible personal property, services or construction.

7. “**Chief Procurement Officer**” means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
8. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
9. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
10. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
11. “**Contract/Agreement**” means any agreement for the procurement of items of tangible personal property, services or construction.
12. “**Contractor**” means any business having a contract/agreement with the Agency.
13. “**County**” means Santa Fe County, New Mexico.
14. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
15. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
16. “**Electronic Submission**” means a successful submittal of Offeror’s proposal.
17. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices. The electronic version/copy can only be emailed.
18. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
19. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract/agreement award. It will contain scores and written evaluations of all responsive Offeror proposals.
20. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s)/agreement(s) resulting from the procurement has been affixed to the contract(s)/agreement(s) thus making it fully executed.

21. **“Finalist”** means 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.
22. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
23. **“Joint Powers Board (JPB)”** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
24. **“Landfill”** means the Caja del Rio Landfill.
25. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
26. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
27. **“Multi-Term Contract”** means a contract/agreement having a term longer than one year (Section 13-1-68 NMSA 1978).
28. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
29. **“Price Agreement”** means a definite quantity contract/agreement or indefinite quantity contract/agreement which requires the contractor to furnish items of tangible personal property, services or construction to the Agency, a municipality, a state agency or other local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract/agreement, if any.
30. **“Procurement Manager”** means any person or designee authorized by the Agency to facilitate the procurement and or administer the contract(s)/agreement(s).
31. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
32. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
33. **“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.
34. **“Responsive Offer”** or means an offer 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.

35. **“Services”** means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but does not include construction or the services of employees of the Agency (Section 13-1-87 NMSA 1978).
36. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
37. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
38. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
39. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://santafenm.gov/finance-2/purchasing-1/solicitations>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	
1. Issue RFP	Central Purchasing Office	April 11, 2023
2. Acknowledgement of Receipt Form	Potential Offerors	April 14, 2023
3. Deadline to submit Written Questions	Potential Offerors	April 19, 2023
4. Response to Written Questions	Procurement Manager	April 21, 2023
5. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>April 25, 2023</i>
6.* Proposal Evaluation	Evaluation Committee	April 26, 2023
7.* Selection of Finalists	Evaluation Committee	April 28, 2023
8.* Virtual Conference Interview(s)	Finalist Offerors	May 4, 2023
9.* Finalize Contractual Agreements	Agency/Finalist Offeror	May 12, 2023
10.* Contract/Agreement Award	Joint Powers Board/ Agency	May 18, 2023
11.* Protest Deadline	Central Purchasing Office	+15 days

* Dates indicated in Events 7 through 11 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of the Agency on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing_RFP@santafenm.gov and the Procurement Manager at dboettner@sfswwa.org, to have their organization placed on the procurement Distribution List. The form must be returned by 5:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:
<https://santafenm.gov/finance-2/purchasing-1/solicitations>

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing_RFP@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract/agreement is awarded pursuant to this Request for Proposals. Awarded in this context means the final required Agency signatures on the contract(s)/agreement(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Video Conferencing Interviews, if any, will be determined at this time. Finalists may be comprised of up to three (3) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Overall Qualifications, Section IV.B.2 Capacity and Capability, Section IV.B.3 Past Record of Performance, Section IV.B.4 Knowledge of Local Governments, Section IV.B.5 Government and Union Contracts, Section IV.B.6 Labor and Employment Law, Section IV.B.7 Knowledge of Environmental Law, and Section IV.C.3 Cost Proposal. The Agency reserves the right to change the number of Finalist Offerors interviewed.

8. Video Conferencing Interviews

Finalist Offerors, as selected per Section II.B.7 above, may be required to conduct a video conference interview at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If video conferences are held, Finalist Offerors may be required to make their presentations through electronic means (Webex, GoToMeeting, Zoom, etc). The Agency will provide Finalist Offerors with applicable details. Whether or not a video conference interview will be held is at the discretion of the Evaluation Committee.

9. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contract Awards

Upon finalization of the contractual agreement, the Agency will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Joint Powers Board approval.

11. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s)/agreement(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.29, located in APPENDIX D.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Agency which may derive from this RFP. The Agency, when entering into a contractual agreement with a vendor, will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Agency awarding any resultant contract/agreement, before any subcontractor is used during the term of this agreement.

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. **The Agency or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's 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 addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

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 for services, will be considered firm for ninety (90) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, the Agency and the Chief Procurement Officer shall examine the 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 proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the Agency to the use of any Offeror's services until a valid written contract/agreement is awarded and approved by 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 Agency determines such action to be in the best interest of the Agency.

11. Sufficient Appropriation

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

12. Legal Review³

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract/agreement between Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract/Agreement (Appendix G). However, the Agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract/Agreement with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract/agreement.

The Agency discourages exceptions from the contract/agreement terms and conditions as set forth in the RFP Draft Contract/Agreement. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract/Agreement (APPENDIX G) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract/Agreement are not acceptable to the Agency 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.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract/agreement negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as

successful Offeror), will be discussed only between the Agency and the Offeror selected 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 potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.26. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract/agreement term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Agency contract/agreements deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract/agreement.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the Agency. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract/agreement resulting from this RFP 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 Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission.

26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: <https://santafenm.gov/finance-2/purchasing-1/solicitations>

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract/agreement on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract/agreement award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract/agreement; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. Disclosure Regarding Responsibility

- a) Any prospective Contractor and any of its Principals who enter into a contract/agreement greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - i. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract/agreement by any federal entity, state agency or local public body;
 - ii. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract/agreement or subcontract/sub agreement;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - iii. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - iv. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts/agreements terminated for default by any federal or state agency or local public body.)
- b) Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- c) The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- d) A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a

disclosure or provide additional information as requested will render the Offeror nonresponsive.

- e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- f) The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract/agreement, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract/agreement for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer.

31. Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances)

The term Living Wage refers to the minimum hourly wage necessary for a person to achieve a higher standard of living.

Santa Fe's Living Wage

Pursuant to the City of Santa Fe Living Wage ordinance, Section 28-1 SFCC 1987, Effective March 1, 2023, all workers within the City of Santa Fe shall be paid a Living Wage of \$14.03 per hour. The City's Living Wage ordinance does not set a minimum wage for tipped workers.

Santa Fe County's [Living Wage Ordinance](#) was adopted to establish minimum hourly wages.

Tips are counted as wages and credited towards satisfaction of the minimum wage. As long as a worker is receiving the hourly minimum wage, whether through tips, salary, or a combination of both, the employer is in compliance with the Living Wage Ordinance.

The March 1, 2023, Living Wage increase is in accordance with County Ordinance and corresponds to the increase in the Consumer Price Index (CPI) for the Western Region or Urban Wage Earners and Clerical Workers. All employers required to have a business license or registration from the County must pay at least the adjusted 2023 Living Wage to employees for all hours worked within the Santa Fe County limits.

Effective Date: Saturday, April 26, 2014

Affected Area: For businesses located throughout Santa Fe County, outside of the incorporated boundaries of the City of Santa Fe, City of Española and the Town of Edgewood.

Affected Businesses and Other Employers:

- Businesses required by Santa Fe County to have a business license.
- Santa Fe County government
- Contractors that enter into a contract/agreement after April 26, 2014, with Santa Fe County government for services, including construction services.
- Businesses who undertake an economic development project and execute a project participation agreement with Santa Fe County.

Applies to: All employees of these affected businesses whether employed on a full-time, part-time or temporary basis, including contingent or contracted workers and those working through a temporary service or an employment agency.

The City of Santa Fe and Santa Fe County Living Wage increased to \$14.03 on March 1, 2023, based on last year's increase of CPI for western region Urban Wage Earners and Clerical Workers. – subject to a Consumer Price Index-based inflationary adjustment on March 1 of each year.

Base Wage for Tipped Employees: \$4.21 per hour as of March 1, 2023.

32. New Mexico/Native American Resident Preferences

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

A. New Mexico Resident Business Preference / Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. New Mexico/Native American Resident Veteran Preference

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

Local Preference: An Offeror who submits to the Agency a valid Local Preference Certification Form, pursuant to the City of Santa Fe Purchasing Manual, or a Santa Fe County Preference Certificate, issued by Santa Fe County, shall receive a five (5) percent preference as set forth in Santa Fe County Ordinance No. 2012-4. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the resident business preference or the resident veteran preference.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. **EXCEPTION: Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.**

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading.** **EXCEPTION: Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.** The Technical Proposals **SHALL NOT** contain any cost information.

i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.10 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files :**

- One (1) ELECTRONIC version of the requisite proposals identified above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
- One (1) **redacted** (def. Section I.F.31) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading.** **EXCEPTION: Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.**

The ELECTRONIC proposal submission must be fully submitted to: purchasing_RFP@santafenm.gov by the submission deadline in Section II.B.5. Submissions cannot be password protected and **must be a PDF format.** *The Offeror **must ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.***

LATE PROPOSALS WILL NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – DO NOT INCLUDE ANY COST/REVENUE INFORMATION IN THE TECHNICAL PROPOSAL.

- a) Signed Letter of Transmittal
- b) Signed Campaign Contribution Form
- c) Table of Contents
- d) Proposal Summary (Optional)
- e) Response to Contract/Agreement Terms and Conditions (from Section II.C.15)
- f) Offeror's Additional Terms and Conditions (from Section II.C.16)
- g) Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
 - i. Overall Qualifications
 - ii. Capacity and Capability
 - iii. Past Record of Performance
 - iv. Knowledge of Local Governments
 - v. Government and Union Contracts
 - vi. Labor and Employment Law
 - vii. Knowledge of Environmental Law
 - viii. New Mexico/Native American/Local Resident Preferences (if applicable)
- h) Other Supporting Material (if applicable)

Cost Proposal (Fee Schedule):

- a) Completed Cost Response Form (APPENDIX C), including any discussion of proposed costs.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview 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. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The duties of the contracted law firm shall be to:

1. Provide legal advice, counsel services, and consultation to the Agency on a wide variety of general issues and areas including, but not limited to, the following:
 - Government Contracts, Agreements, Leases and Other Documents
 - Union Contracts (Collective Bargaining Agreements)
 - Injury and Tort Law
 - Labor and Employment Law
 - Environmental Law
 - Construction Law
 - Corporate Law
 - Property Law & Real Estate Law
 - Insurance Law
2. Attend the Agency's Joint Powers Board (Board) meetings and upon request, attend the Santa Fe County Board of County Commissioners (BCC) and City of Santa Fe Council meetings.
3. Review and revise Agency ordinances, resolutions and policies for legal accuracy and compliance.
4. Provide guidance to Board members and Agency employees on awareness of ethical standards.
5. Provide guidance and legal advice on the following:
 - Open Meetings Act
 - Freedom of Information Act
 - Robert's Rules of Order, and
 - Agency's Joint Powers Agreement.
6. Work cooperatively with other attorneys (e.g., City of Santa Fe, Santa Fe County, State of New Mexico), as needed, to assure proper management of legal issues, and proper coordination and transition of legal information among attorneys.
7. Furnish the Board or Executive Director of the Agency with opinions on legal subjects as requested.
8. Provide legal advice on union grievance proceedings up to arbitration.
9. Performs other legal services and tasks, as requested.

B. TECHNICAL SPECIFICATIONS

1. Overall Qualifications

Offeror must provide a detailed narrative on the firm's specialized experience with similar governmental clients which demonstrates the competence to successfully complete the legal services required in section IV.A, Detailed Scope of Work. In addition, include detailed biographies for the attorney(s) that will perform the services.

2. Capacity and Capability

Offeror must provide information about the firm that demonstrates the ability to provide sufficient professional competence to perform the work including any specialized services in a timely manner. This should include a method to assure the Agency that critical matters/issues will be handled as a priority.

3. Past Record of Performance

Offeror must provide a list of a minimum of three (3) references from similar services performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following reference information as part of its proposals:

- a) Client name;
- b) Project dates (starting and ending);
- c) Legal services provided by the Offeror (e.g., Knowledge of Local Governments, Government and Union Contracts, Labor and Employment Law, Knowledge of Environmental Law);
- d) Staff that worked for the reference that will be assigned to services listed in this RFP; and
- e) Client contact, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Reference Questionnaire (“Questionnaire”), to the references it lists. **The references must submit the Questionnaire directly to the designee identified in APPENDIX E. The references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the proposal due date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their references provide detailed comments.

4. Knowledge of Local Governments

Offeror must demonstrate, in narrative format, the firm’s familiarity with the Agency as well as the City of Santa Fe and Santa Fe County and describe any issues or problems that may arise that could affect the proposed scope of work.

5. Government and Union Contracts

Offeror must describe, in a narrative format, the volume of work the firm has previously done with government contracts and collective bargaining agreements. Also indicate any experience the firm has with American Federation of State, County and Municipal Employees (AFSCME).

6. Labor and Employment Law

Offeror must describe, in a narrative format the firm's familiarity with labor and employment law as it relates to government entities.

7. Knowledge of Environmental Law

Offeror must demonstrate, in a narrative format, the firm's familiarity with environmental law, including public hearings for permit renewal and modification for solid waste facilities in accordance with administrative code 20.1.4 NMAC.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Cost Proposal

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by the total cost per hour proposed. All costs listed on APPENDIX C must be justified and evidence of need documented in the proposal.

4. New Mexico/Native American/Local Resident Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department and any available documentation from Santa Fe County for Local Preference, as applicable.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with weighting and point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category. The evaluation points scored will be totaled to determine the Finalist Offeror(s). Interviews may be conducted with the Finalist Offerors receiving the top three scores in the written evaluations and their interviews will be evaluated. Unless noted elsewhere in this RFP, the same evaluation criteria and weighted values shown below will be used to conduct the interview evaluations. The scores from the interview evaluations will be totaled to determine the top-rated Finalist Offeror.

Table 1: Evaluation Point Summary

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Weighted Factors	Points Available
B. Technical Specifications		
B. 1. Overall Qualifications	20%	200
B. 2. Capacity and Capability	20%	200
B. 3. Past Record of Performance	10%	100
B. 4. Knowledge of Local Governments	10%	100
B. 5. Government and Union Contracts	10%	100
B. 6. Labor and Employment Law	10%	100
B. 7. Knowledge of Environmental Law	10%	100
C. Business Specifications		
C.1. Letter of Transmittal	-	Pass/Fail
C.2. Campaign Contribution Disclosure Form	-	Pass/Fail
C.3. Cost Proposal	10%	100
TOTAL POINTS AVAILABLE	-	1,000
C.4. New Mexico / Native American Resident Preference Points per Section IV.C.4	8%	80
C.4. New Mexico / Native American Resident Veteran Preference Points per Section IV.C.4	10%	100
C.4. Local Preference per Section IV.C.4	5%	50

B. EVALUATION FACTORS

1. B.1 Overall Qualifications (See Table 1)

Points will be awarded based on the thoroughness and clarity of the Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of the Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

2. B.2 Capacity and Capability (See Table 1)

Points will be awarded based on the thoroughness and clarity of the Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of the Offeror's capacity and capability to perform the scope of work of this RFP.

3. B.3 Past Record of Performance (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

4. B.4 Knowledge of Local Governments (See Table 1)

Points will be awarded based on the thoroughness and clarity of the Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of the Offeror's knowledge of local government laws.

5. B.5 Government and Union Contracts (See Table 1)

Points will be awarded based on the thoroughness and clarity of the Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of the Offeror's knowledge of government and union contracts (e.g., AFSCME).

6. B.6 Labor and Employment Law (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of the Offeror's knowledge of labor and employment law.

7. B.7 Knowledge of Environmental Law (See Table 1)

Points will be awarded based on the thoroughness and clarity of the Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of the Offeror's knowledge of environmental law.

8. C.1 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

9. C.2 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

10. C.3 Cost Proposal (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following formula

Lowest Responsive Offeror's Cost

11.C.4 New Mexico/Native American Resident Preferences (See Table 1)

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

A. New Mexico Resident Business Preference / Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. New Mexico/Native American Resident Veteran Preference

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

Local Preference: An Offeror who submits to the Agency a valid Santa Fe County Preference Certificate, issued by Santa Fe County, shall receive a five (5) percent preference as set forth in Santa Fe County Ordinance No. 2012-4. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the resident business preference or the resident veteran preference.

C. EVALUATION PROCESS

All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.6.

Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the Agency taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10). 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

APPENDIX A
REQUEST FOR PROPOSAL

Legal Services
RFP 23/55/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 5:00 pm on April 14, 2023. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX G.

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Central Procurement Office

E-mail: Purchasing_RFP@santfenm.org

and

To: Procurement Manager

E-mail: dboettner@sfswwa.org

Subject Line:

Legal Services, RFP 23/55/P

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract/agreement, the two years prior to the date on which the contractor signs the contract/agreement, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract/agreement.

Furthermore, a solicitation or proposed award for a proposed contract/agreement may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract/agreement that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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/agreement 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/agreement 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 a 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/agreement 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 [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract/agreement.

“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:

Board Members of the Santa Fe Solid Waste Management Agency’s Joint Powers Board - Santa Fe City Councilors Michael Garcia and Chris Rivera; Santa Fe County Commissioners Anna Hansen, Camilla Bustamante, Justin S. Greene, and Hank Hughes.

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
COST RESPONSE FORM

APPENDIX C COST RESPONSE FORM

Offeror shall include the following hourly rates for personnel in the cost proposal (fee schedule). The total of the hourly rates for the described titled personnel will be utilized in the equation to award points. All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Title	Hourly Rate
Partner	\$
Principle Attorney	\$
Associate Attorney	\$
Paralegal	\$
Total Hourly Rate	\$

Any additional personnel necessary to assist with the scope of work should also be listed in the cost proposal (fee schedule).

Additional Personnel	
Title	Hourly Rate
	\$
	\$
	\$
	\$
	\$

Provide a schedule of reimbursable costs, such as mileage, travel time, court filing fees, deposition costs. In addition, state separately the rate for any other cost items proposed to be itemized and billed (e.g., photocopying, Westlaw or Lexis fees, overhead factor, etc.). A sample list of reimbursable expenses is provided below.

Expense	Estimated Cost
Mileage (Out of City Travel)	\$
Computerized Legal Research	\$
Filing Fees	\$
Photocopies for Large Projects	\$ per page
Courier (i.e., FedEx, UPS, or similar express mail carriers)	\$
Travel Expenses (i.e., Meals, Car Rental, Lodging, etc.)	\$
Third-Party Expenses	\$
Miscellaneous (i.e., Special Supplies)	\$

The Agency and Contractor will review and potentially renegotiate revenue to the Agency on an annual or as needed basis.

APPENDIX D

LETTER OF TRANSMITTAL FORM

APPENDIX D

Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.29). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 23/55/P

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract/agreement, OR
 The following subcontractors will be used in the performance of any resultant contract/agreement:

 (Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract/agreement. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

 (Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20_____
 Authorized Signature and Date (Must be signed by the individual identified in item #2.A, above.)

APPENDIX E

REFERENCE QUESTIONNAIRE

The Agency, as a part of the RFP process, requires Offerors to list a minimum of three (3) references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide services, performance under similar contracts/agreements, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Reference Questionnaire to each reference listed in its proposal, as per Section IV.B.3. The reference, if it chooses to respond, is required to submit its response to the Reference Questionnaire directly to: Purchasing_RFP@santafenm.gov by April 25, 2023 at 3:00 PM MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 23/55/P
REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, on behalf of the Agency, via e-mail at:

Name: Central Purchasing Office
 Email: Purchasing_RFP@santafenm.gov

Forms must be submitted no later than April 25, 2023 at 3:00 PM MST/MDT, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the Agency **Procurement Manager** at dboettner@sfswwa.org or (505) 424-1850 ext. 110. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Legal services provided by the Offeror (e.g., Knowledge of Local Governments, Government and Union Contracts, Labor and Employment Law, Knowledge of Environmental Law);	

APPENDIX F
LIVING WAGE ORDINANCE



PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2023, ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

\$14.03 PER HOUR

The Santa Fe Living Wage Ordinance establishes minimum hourly wages. The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).

Who is Required to Pay the Living Wage?

- Contractors for the City, that have a contract/agreement requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
- For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

APPENDIX G

DRAFT CONTRACT/AGREEMENT

The Agreement included in this Appendix G represents the services agreement the Agency intends to use to make awards. The Agency reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
WITH CONTRACTOR
(Legal Services – 2023)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and _____ (the “Contractor”) to provide legal services as described below (RFP No. 23/55/P). The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The Contractor shall provide the following legal services for the Agency:

- A. Provide legal advice, counsel services, and consultation to the Agency on a wide variety of general issues and areas including, but not limited to, the following:
- Government Contracts, Agreements, Leases and Other Documents
 - Union Contracts (Collective Bargaining Agreements)
 - Injury and Tort Law
 - Labor and Employment Law
 - Environmental Law
 - Construction Law
 - Corporate Law
 - Property Law & Real Estate Law
 - Insurance Law
- B. Attend the Agency’s Joint Powers Board (“Board”) meetings and upon request attend the Santa Fe County Board of County Commissioners (BCC) and City of Santa Fe Council meetings.
- C. Review and revise Agency ordinances, resolutions and policies for legal accuracy and compliance.
- D. Provide guidance to Board members and Agency employees on awareness of ethical standards.
- E. Provide guidance and legal advice on the following:
- Open Meetings Act
 - Freedom of Information Act

- Robert’s Rules of Order, and
- Agency’s Joint Powers Agreement.

F. Work cooperatively with other attorneys (e.g., City of Santa Fe, Santa Fe County, State of New Mexico), as needed, to assure proper management of legal issues, and proper coordination and transition of legal information among attorneys.

G. Furnish the Board or Executive Director of the Agency with opinions on legal subjects as requested.

H. Provide legal advice on union grievance proceedings up to arbitration.

I. Performs other legal services and tasks, as requested.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____ Dollars and _____ Cents (\$XX.XX), including applicable gross receipts taxes.

B. The Contractor will bill the Agency at the following hourly rates:

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
XXXXXX	XXXXXX	\$XX

C. The Contractor will bill the Agency for reimbursable costs at the following reimbursable costs schedule:

<u>Expense</u>	<u>Estimated Cost</u>
XXXXXXXX	\$XX

D. The Contractor shall not bill the Agency for expenses that are part of the Contractor’s overhead (i.e., routine in-house copying, in-city limits mileage, long distance calls, in-city limits courier services, facsimiles).

- E. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.
- F. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.
- G. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Article and Article 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

- A. This Agreement shall be effective when signed by the Agency and terminate on May 18, 2024, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.
- B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

6. TERMINATION

- A. The Agency shall be entitled to immediately terminate this Agreement if in Agency's opinion Contractor fails to perform the services to Agency's reasonable satisfaction.
- B. The Agency may also terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Article, including for preparation of the final report.
- 2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.
- 3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor, its agents, and its employees are independent contractors performing professional services for The Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor

further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement professional liability insurance of \$2,000,000 for each claim, comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Article as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Work as described in Article 1. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

CONTRACTOR:

23. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Michael Garcia
Chairperson

Date

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Date

APPROVED AS TO FORM:

Date