STATE OF NEW MEXICO
BOARD OF FINANCE

REQUEST FOR PROPOSALS (RFP)

Disclosure Counsel Services

RFP# 20-341-4000-15229

March 3, 2020

Amended March 13, 2020

March 23, 2020
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals for the procurement of Disclosure Counsel Services and to establish a contract through competitive negotiations.

B. BACKGROUND INFORMATION

The New Mexico State Board of Finance (hereinafter referred to as the “SBOF”) issues General Obligation Bonds, Severance Tax Bonds, Supplemental Severance Tax Bonds and other bonds. The SBOF also: approves financing plans for bond issues and interest rate exchange agreements of state agencies and instrumentalities, universities and local governments; publishes studies, reports and policies relating to fiscal matters; and has many other responsibilities related to “general supervision of the fiscal affairs of the State” (NMSA 1978, 6-1-1). Members of the SBOF are the Governor, Lieutenant Governor, State Treasurer, four public members appointed by the Governor with the advice and consent of the Senate, and the Cabinet Secretary of the Department of Finance and Administration (DFA), who is a non-voting member.

C. SCOPE OF PROCUREMENT

The SBOF is requesting proposals from responsible Offerors to provide professional legal services as disclosure counsel to the SBOF to effect the issuance and sale of tax-exempt bonds sold to underwriters and provide advice on other topics on an as-needed basis. In the event the SBOF’s bond counsel or tax counsel is unable to perform, the SBOF’s disclosure counsel also may be asked provide services typically performed by a firm serving as bond counsel or tax counsel.

The initial contract for the prescribed scope of work shall be for a period of four years, effective on July 1, 2020, with a termination date of June 30, 2024. There are no options to extend or renew the contract, as the contract entered into, including any renewals thereof, shall not exceed a total duration of four years. This procurement may result in a multiple source award, in the event a joint proposal from multiple firms is submitted and awarded.

D. PROCUREMENT MANAGER

1. SBOF has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:
2. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the SBOF. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“Agency” means the State Board of Finance (SBOF).

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“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 NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.
“**Contractor**” means any business having a contract with a state agency or local public body.

“**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.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**DFA**” means the New Mexico Department of Finance and Administration.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**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.

“**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.

“**IT**” means Information Technology.

“**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 will result in the rejection of the Offeror’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

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

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

“Responsive Offer” 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.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“SBOF” means State Board of Finance.

“SPD” means State Purchasing Division of the New Mexico State General Services Department.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“State Purchasing Agent” means the director of the purchasing division of the general services department.

“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.)

“STO” means State Treasurer’s Office.

“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.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. 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 or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Offerors are encouraged to review material contained on the SBOF website at http://www.nmtda.state.nm.us/Board_of_Finance.aspx, including past official statements, schedules of outstanding debt and other information. Offerors are also encouraged to review State law as it relates to the SBOF’s bonding programs, including but not limited to the following:

1. Bond Project Disbursements Rule (NMAC 2.61.6);
2. New Mexico constitutional debt limits (Article IX, Section 8);
3. New Mexico constitutional antidonation clause (Article IX, Section 14);
4. The Severance Tax Bonding Act (Chapter 7, Article 27 NMSA 1978)
5. The Water Project Finance Act (Chapter 72, Article 4A NMSA 1978);
6. The Tribal Infrastructure Act (Chapter 6, Article 29 NMSA 1978);
7. The Colonias Infrastructure Act (Chapter 6, Article 30 NMSA 1978); and
8. Related public school finance statutes including the Public School Capital Outlay Act and the Public School Capital Improvements Act (Chapter 22, Articles 24 and 25 NMSA 1978, respectively).

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

<table>
<thead>
<tr>
<th>Date 2020</th>
<th>Action</th>
<th>Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday</td>
<td>3-Mar</td>
<td>Issue RFP</td>
</tr>
<tr>
<td>Monday</td>
<td>9-Mar</td>
<td>Provide Acknowledgement of Receipt of RFP</td>
</tr>
<tr>
<td>Wednesday</td>
<td>11-Mar</td>
<td>Deadline to Submit Written Questions</td>
</tr>
<tr>
<td>Friday</td>
<td>13-Mar</td>
<td>BOF Response to Written Questions</td>
</tr>
<tr>
<td>Monday</td>
<td>23-Mar</td>
<td>Submissions Due</td>
</tr>
<tr>
<td>Tuesday</td>
<td>24-Mar</td>
<td>Proposal Evaluation</td>
</tr>
<tr>
<td>Tuesday</td>
<td>7-Apr</td>
<td>through</td>
</tr>
<tr>
<td>Wednesday</td>
<td>8-Apr</td>
<td>Notification of Finalists</td>
</tr>
<tr>
<td>Friday</td>
<td>10-Apr</td>
<td>Submission of Best &amp; Final Offers (Optional)</td>
</tr>
<tr>
<td>Thu/Fri</td>
<td>16/17-Apr</td>
<td>Oral Presentations (Optional)</td>
</tr>
<tr>
<td>Tuesday</td>
<td>21-Apr</td>
<td>Request Approval to Finalize Contract (BOF Meeting)</td>
</tr>
<tr>
<td>Wednesday</td>
<td>22-Apr</td>
<td>through</td>
</tr>
<tr>
<td>Friday</td>
<td>15-May</td>
<td>Finalize Contract</td>
</tr>
<tr>
<td>Tuesday</td>
<td>19-May</td>
<td>Request Approval to Enter Contract (BOF Meeting)</td>
</tr>
<tr>
<td>By Tuesday</td>
<td>30-Jun</td>
<td>Award Contract</td>
</tr>
</tbody>
</table>

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A.
1. **Issuance of RFP**
   This RFP is being issued by the SBOF on the date specified in the Sequence of Events. In the interest of making it easier for Offerors to prepare responses, Offerors can download the RFP in an electronic format by accessing the Board of Finance website at: [http://nmdfa.state.nm.us/Request_for_Proposals.aspx](http://nmdfa.state.nm.us/Request_for_Proposals.aspx). Additional copies of the RFP can be obtained from the Procurement Manager.

2. **Acknowledgement of Receipt**
   Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposal Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization and dated and returned to the Procurement Manager by 3:00 pm MST or MDT, as indicated in the Sequence of Events.

   The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt Form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

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 3:00 pm MST or MDT, as indicated in the 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 written questions will be distributed as indicated in the Sequence of Events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror’s that provide Acknowledgement of Receipt Forms described in Section II.B.2 before the deadline.

5. **Submission of Proposal**
   ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON **MONDAY, MARCH 23, 2020**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

   Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I.D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Request for Proposals for Disclosure Counsel Services, 20-341-4000-15229. Proposals submitted by facsimile or other electronic means will not be accepted.
A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, 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 is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(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 the 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. **Notification of Finalists**
   The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as indicated in the Sequence of Events, or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time, if deemed necessary.

8. **Submission of Best and Final Offers (Optional)**
   Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers as indicated in the Sequence of Events, or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror’s oral presentation and demonstration. Whether or not best and final offers are requested is at the discretion of the Evaluation Committee and SBOF.

9. **Oral Presentations (Optional)**
   Finalist Offerors may be required to conduct an oral presentation at a location to be determined as indicated in the Sequence of Events, or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and SBOF.

10. **Approval to Finalize Contract**
    The Evaluation Committee anticipates presenting its recommendation to the Board of Finance on the date specified in the sequence of events in order to obtain authorization for staff to finalize a disclosure counsel contract with the most advantageous Offeror, subject to recommendation and signature by the Board of Finance. This date is subject to change at the discretion of the SBOF.

11. **Finalize Contractual Agreements**
    Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as indicated in the Sequence of Events, or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State
reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Approval to Enter Contract
The Procurement Manager will request approval from the Board of Finance on the date specified in the Sequence of Events to enter the contract with the most advantageous Offeror, subject to execution by the General Services Department Contracts Review Bureau. This date is subject to change at the discretion of the SBOF.

13. Contract Awards
After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as indicated in the Sequence of Events, or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and SBOF, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

14. Protest Deadline
Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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 award of contracts recommendation to the SBOF and will end at 5:00 pm MST or 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:

Miranda Mascarenas, Deputy Administrative Services Director
Department of Finance and Administration
Bataan Memorial Building
407 Galisteo Street
Room 336
Santa Fe, NM 87501

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 the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

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 a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to the prime contractor only.

4. **Subcontractors/Consent**
   The use of subcontractors is not allowed. Joint proposals from multiple firms are allowed.

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 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 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 one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.
8. Disclosure of Proposal Contents
   A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential", subject to the following requirements:
   B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
   C. Confidential data is restricted to:
      1. confidential financial information concerning the Offeror’s organization;
      2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
      3. PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

9. No Obligation
   This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror’s services until a valid written contract 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 State of New Mexico.

11. Sufficient Appropriation
    Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected 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 Review
    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 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 Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and generally contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) 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.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. 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 Sample Contract (APPENDIX C) 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 Sample Contract 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 negotiated with the Agency. Please see Section II.C.15 for requirements.
17. Multiple Contracts
Pursuant to the direction and decision of the Board of Finance, if an offeror is awarded a contract for disclosure counsel, that same offeror cannot be awarded a contract for bond counsel or tax counsel or any future contracts that may be awarded during the term of the disclosure counsel contract, as referenced in Section I.C.

18. 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.

19. 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 NMSA 1978, § 13-1-83 and 13-1-85.

20. Right to Waive Minor Irregularities
The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the 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.

21. 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.

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

23. 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.

24. Right to Publish
Throughout the duration of this procurement process and contract 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 contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or removal from the contract.

25. Ownership of Proposals
All documents submitted in response to the RFP shall become property of the State of New Mexico.

26. Confidentiality
Any confidential information provided to, or developed by, the contractor in the performance of the contract 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 procuring Agency's written permission.

27. 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).

28. 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 agency, the Offeror acknowledges that the version maintained by the agency shall govern.

29. New Mexico Employees Health Coverage
A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information https://www.bewellnm.com.
D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

30. 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 or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

31. Letter of Transmittal
Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
   a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II.C.1;
   b. Explicitly indicate acceptance of Section V of this RFP; and
   c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in paragraph 2 above.

32. Disclosure Regarding Responsibility
A. Any prospective Contractor and any of its Principals who enter into a contract 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:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. 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 or subcontract;
   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;

3. 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;

4. 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 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 State Purchasing Agent 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, 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 State Purchasing Agent 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 State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing 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 State Purchasing Agent or Central Purchasing Officer.

33. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

A. New Mexico Business Preference
   A copy of the certification must accompany your proposal.

B. New Mexico Resident Veterans Business Preference
   A copy of the certification must accompany your proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.
III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offeror’s proposal must be clearly labeled and numbered and indexed as outlined in Section III.C. Proposal Format. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such through the file name (e.g., Original File 1_Technical Proposal_XYZ Firm; Original File 2_Cost Proposal_XYZ Firm). Each portion of the proposal (technical/cost) must be submitted as separate files and must be prominently displayed on the front cover of the electronic file document. Envelopes or packages containing the electronic device/DVD must be clearly labeled and submitted in a sealed envelope or package bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL electronic copy of the proposal containing ONLY the Technical Proposal. The electronic version/copy can NOT be emailed.
   - Proposals containing confidential information **must** be submitted as two separate files:
     - **Unredacted** version for evaluation purposes
     - **Redacted** version (information blacked out and not omitted or removed) for the public file

2. **Cost Proposals** – One (1) ORIGINAL electronic copy of the proposal containing ONLY the Cost Proposal. The electronic copy can NOT be emailed.

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. See definitions for acceptable formats of electronic copies.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:
Documents must be typewritten on standard 8 ½ x 11 inch paper size (larger paper is permissible for charts, spreadsheets, etc.) and provided as a PDF, with clear, working bookmarks identifying sections.

Organization of folders/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 should be minimal. The proposal must be organized, indexed and bookmarked in the following format and must contain, at a minimum, all listed items in the sequence indicated.

**Technical Proposal** (File 1):
A. Signed Letter of Transmittal
B. Table of Contents
C. Proposal Summary (Optional)
D. Response to Contract Terms and Conditions
E. Offeror’s Additional Terms and Conditions
F. Response to Specifications *(except cost information, which shall be included in Cost Proposal/File 2 only)*
   1. Organizational Experience
   2. Organizational References
   3. Oral Presentation (Optional)
   4. Mandatory Specification
   5. Desirable Specification
   6. Financial Stability - Financial information considered confidential should be placed in the Confidential Information file.
   7. Signed Campaign Contribution Form
   8. New Mexico Preferences (If applicable)

G. Other Supporting Material (If applicable)

**Cost Proposal** (File 2):
See Section IV.D for details on what is to be included in the Cost Proposal.

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. All discussion of proposed costs, rates or expenses must occur only in File 2.

The proposal summary may be included by potential Offerors 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.
IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

Appendix C contains the proposed contract with complete scope of work. Services of the SBOF’s Disclosure Counsel shall generally include:

1. Be responsible for, with the assistance of the SBOF’s financial advisor, bond counsel, tax counsel and the SBOF, the timely preparation of a Preliminary Official Statement to be adopted by the SBOF in connection with any Notice of Bond Sale or sale resolution to be considered relating to the prospective issuance of securities of the State of New Mexico through the SBOF;

2. Be responsible for, with the assistance of the SBOF’s financial advisor, bond counsel, tax counsel and the SBOF, the timely preparation of an Official Statement describing the securities of the State of New Mexico to be delivered to the purchaser or purchasers immediately after the adoption of all bond resolutions by the SBOF;

3. Conduct and manage all necessary due diligence activities with respect to State disclosure information. Bear responsibility to prepare, publish and issue to the appropriate entities Continuing Disclosure Statements for outstanding tax-exempt securities issued by the State of New Mexico, within the time constraints laid out in each issue’s bond documents. Work with appropriate state agencies and any other non-state agencies deemed necessary to ensure that all disclosure documents are updated on a timely basis. Any publication shall be in a professional format;

4. Prepare and deliver to the SBOF legal opinions relating to disclosure as is customary in connection with any sale of State tax-exempt governmental securities, even where disclosure materials have been prepared by the SBOF and the SBOF’s financial advisor or underwriters;

5. Provide a 10(b)(5) legal opinion upon the closing of each bond sale for which disclosure counsel services are provided to provide assurance to investors as to the accuracy and timeliness of information;

6. Attend all meetings and closings pertaining to securities issued by the State of New Mexico and others as deemed necessary by the SBOF;

7. At no extra cost to the SBOF, provide to the SBOF and the State Treasurer continuing information concerning pending federal legislation and other areas of current developments relating to the SBOF’s bond disclosure issues, when known by the Contractor, to the extent
requested by the SBOF. Advise and assist the State in complying with applicable state and federal disclosure laws;

8. Cooperate with the SBOF and other state agencies and officials in the course of serving as disclosure counsel to the SBOF by responding to inquiries relating to the disclosure of tax-exempt securities of the State of New Mexico, including outstanding securities for which the Contractor did not serve as disclosure counsel;

9. Monitor conditions addressed in any Official Statement; advise the SBOF’s financial advisor, bond counsel, tax counsel and the SBOF of any circumstances that come to the Contractor’s attention which might require the preparation of a supplement or addendum to the Official Statements; and prepare, with their assistance, any supplement or addendum needed prior to the delivery of any securities of the State of New Mexico;

10. At the request of the SBOF, prepare and present updates and revisions to the debt, disclosure, post-issuance compliance and other SBOF policies. The contractor may be asked to review the updates and revisions to such policies made by other SBOF counsel;

11. Provide any other services typically performed by a firm serving as disclosure counsel;

12. Upon request of the SBOF and in the event SBOF bond counsel and/or tax counsel is unable to perform, the Contractor, if able to perform, may be called on to perform these limited services:

   a. Subject to the provisions of the Sample Contract (APPENDIX C), Section 2(D), provide transaction review services of financings by other public entities that require SBOF approval; and

   b. Subject to prior approval by the SBOF, provide limited advisory services on financial issues facing the SBOF which are not related to the issuance of securities, which shall include a limit on the amount of total compensation upon approval from the SBOF Director.

13. Upon the request of the SBOF, represent SBOF and/or SBOF Board Member(s) on issues, other than the review of financing plans submitted by other entities seeking SBOF approval contemplated in the Sample Contract (APPENDIX C), Paragraph 1(L)(a), including responding to audits or other civil regulatory actions related to disclosure matters, or bond matters generally in the event bond counsel is unable to perform.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience
Offerors must:
   a) Provide a description of relevant corporate experience with state government and the private sector. The experience of all proposed subcontractors must be described. The
narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of disclosure counsel. All disclosure counsel services provided to the private sector will also be considered;

b) Indicate the number of bond issuances for which the Offeror’s disclosure counsel services were provided in the last two years and what percentage of business revenue is derived from disclosure counsel engagements; and

c) Describe at least two project successes and failures of a disclosure counsel engagement. Include how each experience improved the Offeror’s services.

2. Organizational References
Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. Offerors are required to submit APPENDIX E, Organizational Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the Procurement Manager described in Section I.D. It is the Offeror’s responsibility to ensure the completed forms are received on or before 3:00pm MST or MDT on March 23, 2020, for inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the vendor’s score in the evaluation process. The Evaluation Committee may contact any or all business 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 Business Reference information required herein) in its evaluation of Offeror responsibility per Section II.C.19.

Offerors shall submit the following Business Reference information as part of Offer:
   a) Client name;
   b) Project description;
   c) Project dates (starting and ending);
   d) Technical environment (i.e., software applications, internet capabilities, data communications, network, hardware);
   e) Staff assigned to reference engagement that will be designated for work per this RFP; and
   f) Client project manager name, telephone number, fax number and e-mail address.

3. Oral Presentation (Optional)
If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.
4. Mandatory Specifications

a) Agreement to Perform Scope of Work

The scope of work shall consist of providing the products and services defined in the proposed contract at Appendix C. The Offeror must agree to perform the scope of work as defined in Appendix C, as evidenced by a statement of concurrence to perform the scope of work, and may propose modifications to the scope of work defined in Appendix D pursuant to Section II.C.16.

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

Note, an Offeror’s passing this specification does not constitute SBOF’s acceptance of any alternate language that may be proposed by the Offeror pursuant to Section II.C.15 and II.C.16. Upon the SBOF authorizing staff to finalize a contract with a successful Offeror, the SBOF may or may not accept any proposed alternative language.

b) Organization, Conflict of Interest and Ability to Comply with Scope of Procurement

Offeror shall describe its organization and service capabilities within the scope of this procurement in detail. Offeror must provide detail on where its capabilities comply, partially comply and do not comply with the requirements of this RFP’s scope of procurement. Offeror must identify any existing conflicts of interest that would impact its ability to comply with the scope of procurement and provide a description of how concurrent conflicts would be handled.

c) New Mexico Employees Health Coverage

Offeror must agree to the terms of Section II.C.29, as evidenced by a statement of concurrence.

d) Evidence of Professional Liability Insurance

Offeror must submit evidence of professional liability insurance in an amount of at least ten million dollars ($10,000,000) that will be in force at the inception of the contract. In addition, the Offeror should describe its level of insurance for errors and omissions and provide name of insurer, scope of coverage, as well as name of contact person for insurer.

e) Evidence of New Mexico Licensure

Offeror must provide evidence showing each attorney who will provide legal services under the scope of this RFP is a member in good standing of the bar of each United States jurisdiction to which the attorney is admitted. In addition, Offeror must provide a statement of concurrence that any representation of the SBOF under the scope of this RFP will be in compliance with the New Mexico Rules of Professional Conduct, including, but not limited to, Rule 16-505 NMRA, “Unauthorized practice of law; multijurisdictional practice of law.”
5. Desirable Specifications

a) Firm History

Offeror should provide a detailed description and history of the firm and expertise relative to providing disclosure counsel services and experience with governments similar to the State of New Mexico.

b) Offeror Qualifications, Municipal Bond Experience and Key Personnel Resumes

Offeror should provide a brief description of its overall qualifications to act as Disclosure Counsel to SBOF, a description of how Offeror’s resources would be organized to provide services required by the RFP, and resumes of personnel that will be utilized in performance of the services required by this RFP. Resumes should include, at a minimum, each individual’s name, schools attended, degrees attained, and years of relevant experience. For each individual whose resume is provided, describe the individual’s position within Offeror’s firm, indicate the specific role the individual will play with regard to the services required by the RFP, and describe the individual’s other commitments within the firm.

c) Demonstrated Knowledge of and Experience with SBOF Bonding Programs

Offeror should describe its knowledge and/or experience with respect to disclosure issues that arise in the context of the issuance and sale of New Mexico’s tax-exempt General Obligation and Severance Tax Bonds, including a description of a minimum of five (5) similar bond transactions in which Offeror acted as or performed the duties of disclosure counsel, including the type and size of the bonds in each transaction, any particular challenges that were faced in the transaction, and how such challenges were overcome. A copy of the official statement and disclosure opinion for each of these transactions should be included. Offerors should also describe their understanding of disclosure challenges that State issuers will face in coming years.

d) Technical Approach

The SBOF has a small, productive staff and relies on effective disclosure counsel to streamline all aspects of disclosure to the greatest extent possible. The Offeror should describe its:

- Approach to ensuring completion of time-sensitive duties in accordance with project timelines;
- Process for document preparation and tracking of changes to draft documents; and
- Strategies to interact effectively with SBOF staff, bond counsel, tax counsel, the financial advisor, Board members, and outside entities that provide information necessary for disclosure documents.

Offeror should also describe specific tasks it expects SBOF staff to complete in each stage of information disclosure.
e) **Quality of Service Delivery**

The SBOF requires high-quality customer service and commitment. Offeror should provide detail on the:

- Expected accessibility and responsiveness of the contract representative, including specific proposed response times to various types of inquiries and issues;
- Proposed response time for making corrections of errors;
- Required amount of advance notice for Offeror’s attendance at meetings in Santa Fe, New Mexico; and
- Internal process to ensure invoices sent to the SBOF are accurate and in line with a contract fee schedule.

Offeror should also describe any other features that display the Offeror’s quality of service.

**C. BUSINESS SPECIFICATIONS**

1. **Financial Stability**

   Offerors **must** submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report, internal financial statements) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. **Letter of Transmittal Form**

   The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in Appendix E. The form must be completed and must be signed by the person authorized to obligate the company.

3. **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.)

4. **Resident Business or Resident Veterans Preference**

   Offerors should state whether their principal place of business is located in New Mexico, as defined in Section 13-1-22 NMSA 1978, whether it is a veteran-owned business located in New Mexico, as defined in Section 13-1-22 NMSA 1978. To ensure adequate consideration, Offerors **must** include a copy of their preference certificate in this section.
D. COST PROPOSAL

Offeror **must** provide a Cost Proposal in File 2 of its proposal that provides a detailed cost breakout for all services required by this RFP. A specific fee for professional legal services, not to exceed the Offeror’s standard fee schedule, **must** be included. Offerors must provide proposed fees based on the information detailed in Section V.B.5 of this RFP. Offerors should fully explain the application of any fees as they relate to this RFP.

The fees for all work required under Sections 1(A) through 1(K) of the Proposed Contract found in APPENDIX C to this RFP shall be payable from and based upon the size and type of each completed bond issue.

An Offeror’s cost proposal shall include a detailed cost breakout, including but not limited to fees for the issuance of:

- Fixed-rate general obligation bonds
- Fixed-rate Severance Tax Bonds
- Fixed-rate bonds other than General Obligation and Severance Tax bonds (including revenue bonds
- Advanced refunding transactions (if permitted by law).

This cost breakout should include fees for each type of bond issuance if sold and issued through a competitive or negotiated process. Costs that are not identified will be borne at the Offeror’s expense and will not be charged to the State.

An Offeror’s cost proposal **must** include the proposed fee for provision of services related to financing plans submitted by entities requiring SBOF approval pursuant to Section 1(L)(a), of the Proposed Contract found in APPENDIX C.

A final fee schedule may be negotiated with a Contractor prior to the execution of a contract.

If applicable, the Offeror shall be reimbursed for New Mexico gross receipts taxes paid to the New Mexico Taxation and Revenue Department for the costs set forth in the contract that are incurred by the Contractor incident to the issuance of the State’s tax-exempt securities, including bond printing, extraordinary number of reproductions, and extraordinary telephone expenses.

No payment of fees or reimbursement shall be made to the Offeror by the SBOF except upon receipt of a detailed, statement of account and receipts, if applicable.

Any fee of a subcontractor will be paid by the Contractor. The SBOF will not pay a subcontractor separately. Total fees must include all charges directly relating to the services required under the Contract and all out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copier costs, and travel, if any.

Contractors travel expense reimbursement shall be subject to the limitations of the DFA Per-diem and Mileage Rule.

Services required by this RFP for which costs are not identified by the Offeror will be borne at the Offeror’s expense and shall not be charged to the State. The SBOF is not liable for any additional expenses not included in the proposed total fees.
V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<table>
<thead>
<tr>
<th>Table 1</th>
<th>Evaluation Point Summary</th>
<th>Total Points Available</th>
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<tbody>
<tr>
<td><strong>1. Technical Specifications</strong></td>
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<tr>
<td>a) Organizational Experience 60</td>
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<tr>
<td>b) Organizational References 60</td>
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<td>c) Oral Presentation (Optional)* 100</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>2. Mandatory Specifications</strong></td>
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<tr>
<td>a) Agreement to Perform Scope of Work p/f</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Organization, Conflict of Interest &amp; Ability to Comply with Scope of Procurement 80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) NM Employees Health Coverage p/f</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Evidence of Professional Liability Insurance p/f</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) Evidence of New Mexico Licensure p/f</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>80</strong></td>
</tr>
<tr>
<td><strong>3. Desirable Specifications</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Firm History 40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Offeror Qualifications, Muni Bond Experience &amp; Key Personnel Resumes 200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Demonstrated Knowledge of NM &amp; SBOF Bonding Programs 200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Technical Approach 90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) Quality of Service Delivery 90</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>620</strong></td>
</tr>
<tr>
<td><strong>4. Business Specifications</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Financial Stability p/f</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Letter of Transmittal Form p/f</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Campaign Contribution Disclosure Form p/f</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Resident Business or Resident Veterans Preference 130</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>130</strong></td>
</tr>
<tr>
<td><strong>5. Cost Proposal</strong></td>
<td></td>
<td><strong>250</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>250</strong></td>
</tr>
</tbody>
</table>

**TOTAL SCORING** 1300

p/f = Pass/Fail

*Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and SBOF. If no Oral Presentations are required, all offerors will receive a score of 100.


B. EVALUATION FACTORS

1. Technical Specifications
   a) Organizational Experience

      Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

   b) Organizational References

      Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix E. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

   c) Oral Presentation (Optional)

      Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, the Agency will provide the Offeror a presentation agenda. (All Offerors will receive the same amount of total points for this evaluation factor if no Oral Presentations are required.)

2. Mandatory Specifications
   a) Agreement to Perform Scope of Work

      Pass/Fail only. Passing this specification requires a statement of concurrence, or a statement of concurrence with proposed modifications, pursuant to Sections II.C.15 and II.C.16.

   b) Organization, Conflict of Interest and Ability to Comply with Scope of Procurement

      Points will be awarded based on evaluation of Offeror’s organization and service capabilities within the scope of this RFP, including detail on where Offeror’s capabilities comply, partially comply, and do not comply; whether any existing conflicts of interest may affect the Offeror’s ability to comply with the scope of procurement; and Offeror’s description of how concurrent conflicts would be handled.

   c) New Mexico Employees Health Coverage

      Pass/Fail only. To pass this specification, the Offeror must provide a statement of concurrence. See Section IV.B.4(c) for details on the required statement of concurrence.

   d) Evidence of Professional Liability Insurance

      Pass/Fail only. To pass this specification, the Offeror must provide evidence of professional liability insurance. See Section IV.B.4(d) for details on required documentation and other information.
e) **Evidence of New Mexico Licensure**

Pass/Fail only. To pass this specification, the Offeror **must** provide evidence of licensure. See Section IV.B.4(e) for details on required documentation and statement of concurrence.

3. **Desirable Specifications**

a) **Firm History**

Points will be awarded based on the evaluation of Offeror’s firm history and expertise relative to providing disclosure counsel services and experience with governments similar to the State of New Mexico.

b) **Offeror Qualifications, Municipal Bond Experience and Key Personnel Resumes**

Points will be awarded based on evaluation of Offeror’s qualifications to act as Disclosure Counsel to SBOF, how Offeror’s resources would be organized to provide services required by the RFP, and resumes of personnel that will be utilized in performance of the services required by this RFP. Failure to list an individual’s relevant degrees attained and relevant years of experience may result in the assumption that the individual has no relevant degrees or experience. Points related to resumes will be based on the levels of relevant education and years and relevance of experience listed. The other commitments of individuals will be considered as well.

c) **Demonstrated Knowledge of and Experience with SBOF Bonding Programs**

Points will be awarded based on Offeror’s demonstrated knowledge and/or experience with respect to disclosure issues that arise in the context of the issuance and sale of New Mexico’s tax-exempt General Obligation and Severance Tax Bonds, including a description of a minimum of five (5) similar bond transactions in which Offeror acted as or performed the duties of disclosure counsel, including the type and size of the bonds in each transaction, any particular challenges that were faced in the transaction, and how such challenges were overcome. A copy of the official statement and disclosure opinion for each of these transactions should be included. Offerors should also describe their understanding of disclosure challenges that State issuers will face in coming years.

d) **Technical Approach**

Points will be awarded based on evaluation of Offeror’s approach to serving as SBOF’s Disclosure Counsel, including Offeror’s approach to ensuring completion of time-sensitive duties in accordance with project timelines; document preparation and tracking; and Offeror’s strategies to interact effectively with SBOF staff, bond counsel, tax counsel, financial advisor, Board members, and outside entities that provide information necessary for disclosure documents. Points will also be awarded based on evaluation of the SBOF staff involvement and tasks that would be required.
e) **Quality of Service Delivery**

Points will be awarded based on evaluation of Offeror’s described accessibility; process for document compilation, tracking and distribution; responsiveness of contract representatives; the amount of advance notice required for Offeror’s attendance at meetings in Santa Fe, New Mexico; proposal for correction of errors; internal process to ensure invoices sent to the SBOF are accurate and in line with a contract fee schedule; and any other features that display the Offeror’s quality of service and ability to decrease required SBOF staff involvement.

4. **Business Specifications**
   a) **Financial Stability**

   Pass/Fail only. To pass this specification, the Offeror must provide copies of financial documents as evidence of financial stability. See Section IV.C.1 for details on the types of documentation that can be provided and what information must be included in that documentation.

   b) **Letter of Transmittal**

   Pass/Fail only. To pass this specification, the submission 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.

   c) **Campaign Contribution Disclosure Form**

   Pass/Fail only. To pass this specification, the Offeror must provide 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)

   d) **New Mexico Preferences**

   To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section.

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

   - New Mexico Business Preference: If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Business is 5 percent.

   - New Mexico Resident Veterans Business Preference: If the Offeror has provided a copy of their Preference Certificate the Preference Point is 10 percent.

5. **Cost Proposal**

   Pass/Fail, with points awarded based on proposed fees.
a) To pass this mandatory requirement, Offeror must provide a statement of concurrence evidencing that it agrees:

- to be reimbursed for New Mexico gross receipts taxes paid to the New Mexico Taxation and Revenue Department for the costs set forth in the contract that are incurred by the Contractor incident to its performance under the Contract;
- that no payment of fees or reimbursement shall be made to the Offeror by the SBOF except upon SBOF Director approval of a detailed statement of account and receipts, if applicable;
- that total fees must include all charges directly relating to the services required under the Contract, excluding out-of-pocket expenses, such as telephone, postage and shipping, printing and/or copier costs, and travel, if any;
- that Contractor’s travel expense reimbursement shall be subject to the limitations of the DFA Per-diem and Mileage Rule;
- that fees will only be owed when bonds are ultimately closed (no costs shall be reimbursed if bonds are not closed); and
- that Offeror’s overhead costs shall not be reimbursed.

b) The evaluation and award of points of each Offeror’s proposed fees will be conducted using the following formula:

\[
\frac{\text{Lowest Responsive Offeror Estimated Biennial Fee}}{\text{Offeror’s Estimated Biennial Fee}} \times 250 = \text{Awarded Points}
\]

Each Offeror’s biennial fee will be estimated based on the tiered cost schedule submitted and the following estimated amount of bonds to be issued by the SBOF in fiscal years 2020 through 2024.

- Two General Obligation Bond issuances are expected, with par value of $199.2 million (public sale);
- One Revenue Bond issuance is expected each year of the four-year contract, with par value of $335.7 million each (public sale), each of which may include separate tranches of tax-exempt and taxable;

Each Offeror’s estimated biennial fee will also be adjusted for hourly rates proposed with respect to services set forth in Sections I(L) and I(M) of the proposed Contract included in Appendix C to this RFP and any other unique aspects of the Offeror’s cost proposal. Offer should identify the hourly fee rate of all employees that would be involved in the issuances described above.
B. EVALUATION PROCESS

1. 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.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.7.

3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II.C.19.

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The evaluation process will occur in two phases.

   a. **Phase I**: The Evaluation Committee will consider all specifications *except* the cost proposal. The responsible Offerors with the highest scores will be selected as Phase 1 finalist Offerors, based upon the proposals submitted.

   b. **Phase II**: The Evaluation Committee will consider the cost proposal of the Phase 1 finalists ONLY, and will identify the Offeror to be recommended for award.

The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section V and the evaluation as conducted across the two phases 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

Disclosure Counsel Services
20-341-4000-15229

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00pm MST or MDT on March 9, 2020. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _________________________________________________________________

REPRESENTED BY: _____________________________________________________

TITLE: ________________________________ PHONE NO.: ____________________

E-MAIL: ___________________________ FAX NO.: ________________________

ADDRESS: _____________________________________________________________

CITY: __________________________ STATE: ________ ZIP CODE: _____________

SIGNATURE: ___________________________________ DATE: _________________

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

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

Name: Ashley E. Leach, Procurement Manager
Address: 181 Bataan Memorial Building
407 Galisteo Street
Santa Fe, NM 87501

Telephone: (505) 827-4902
Fax: (505) 827-3985
APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: __________________________________________

Relation to Prospective Contractor: __________________________________________

Name of Applicable Public Official: _________________________________________

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
SAMPLE CONTRACT
STATE OF NEW MEXICO
State Board of Finance
PROFESSIONAL SERVICES CONTRACT #________________________

THIS AGREEMENT is made and entered into by and among the State of New Mexico, State Board of Finance, hereinafter referred to as the “SBOF,” and NAME OF THE CONTRACTOR, hereinafter referred to as the “Contractor.” The SBOF and the Contractor are collectively referred to as the “Parties.”

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq. and Procurement Code Regulations, NMAC 1.4.1 et. seq., the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the SBOF has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP, #20-341-4000-15229, and the Contractor’s response to such document(s) are incorporated herein by reference; and

WHEREAS, the SBOF is charged with the responsibility of issuing bonds of the State of New Mexico pursuant to several acts of the Legislature of New Mexico; and

WHEREAS, to effect the issuance and sale of such bonds, the SBOF is required to acquire an opinion or opinions of independent legal counsel pertaining to the disclosure considerations under state and federal securities laws; and

WHEREAS, pursuant to Section 6-1-1 NMSA 1978, the SBOF has the authority to employ attorneys as it may, from time to time, deem necessary.

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
   The Contractor, as disclosure counsel, shall render the following professional legal services to the SBOF under this Agreement as to all securities issued by the SBOF on behalf of the State, except for taxable short-term issues sold to the State:

   A. Be responsible for, with the assistance of the SBOF’s financial advisor, bond counsel, tax counsel and the SBOF, the timely preparation of a Preliminary Official Statement to be adopted by the SBOF in connection with any Notice of Bond Sale or sale resolution to be considered relating to the prospective issuance of securities of the State of New Mexico through the SBOF;

   B. Be responsible for, with the assistance of the SBOF’s financial advisor, bond counsel, tax counsel and the SBOF, the timely preparation of an Official Statement describing the securities of the State of New Mexico to be delivered to the purchaser or purchasers immediately after the adoption of all bond resolutions by the SBOF;
C. Conduct and manage all necessary due diligence activities with respect to State disclosure information. Bear responsibility to prepare, publish and issue to the appropriate entities Continuing Disclosure Statements for outstanding tax-exempt securities issued by the State of New Mexico, within the time constraints laid out in each issue’s bond documents. Work with appropriate state agencies and any other non-state agencies deemed necessary to ensure that all disclosure documents are updated on a timely basis. Any publication shall be in a professional format;

D. Prepare and deliver to the SBOF legal opinions relating to disclosure as is customary in connection with any sale of State tax-exempt governmental securities, even where disclosure materials have been prepared by the SBOF and the SBOF’s financial advisor or underwriters;

E. Provide a 10(b)(5) legal opinion upon the closing of each bond sale for which disclosure counsel services are provided to provide assurance to investors as to the accuracy and timeliness of information;

F. Attend all meetings and closings pertaining to securities issued by the State of New Mexico and others as deemed necessary by the SBOF;

G. At no extra cost to the SBOF, provide to the SBOF and the State Treasurer continuing information concerning pending federal legislation and other areas of current developments relating to the SBOF’s bond disclosure issues, when known by the Contractor, to the extent requested by the SBOF. Advise and assist the State in complying with applicable state and federal disclosure laws;

H. Cooperate with the SBOF and other state agencies and officials in the course of serving as disclosure counsel to the SBOF by responding to inquiries relating to the disclosure of tax-exempt securities of the State of New Mexico, including outstanding securities for which the Contractor did not serve as disclosure counsel;

I. Monitor conditions addressed in any Official Statement; advise the SBOF’s financial advisor, bond counsel, tax counsel and the SBOF of any circumstances that come to the Contractor’s attention which might require the preparation of a supplement or addendum to the Official Statements; and prepare, with their assistance, any supplement or addendum needed prior to the delivery of any securities of the State of New Mexico;

J. At the request of the SBOF, prepare and present updates and revisions to the debt, disclosure, post-issuance compliance and other SBOF policies. The contractor may be asked to review the updates and revisions to such policies made by other SBOF counsel;

K. Provide any other services typically performed by a firm serving as disclosure counsel;
L. Upon request of the SBOF and in the event SBOF bond counsel and/or tax counsel is unable to perform, the Contractor, if able to perform, may be called on to perform these limited services:

   a. Subject to the provisions of 2(a)(iv), provide transaction review services of financings by other public entities that require SBOF approval; and

   b. Subject to prior approval by the SBOF, provide limited advisory services on financial issues facing the SBOF which are not related to the issuance of securities, which shall include a limit on the amount of total compensation upon approval from the SBOF Director.

M. Upon the request of the SBOF, represent SBOF and/or SBOF Board Member(s) on issues, other than the review of financing plans submitted by other entities seeking SBOF approval contemplated in Paragraph 1(L)(a), including responding to audits or other civil regulatory actions related to disclosure matters, or bond matters generally in the event bond counsel is unable to perform.

2. **Compensation.**
   
   A. **Compensation Schedule.** In full payment for the services satisfactorily performed by the Contractor under Paragraphs 1(A) through 1(K) (subject to Paragraph 2(B)), the Contractor shall be paid a fee based upon the type of service provided, as detailed below, plus applicable gross receipts taxes.

   i. **Bond Issue Fees**
   
   a. Fixed-Rate, Tax-Exempt General Obligation Bonds
   
   TO BE DETERMINED THROUGH RFP PROCESS

   b. Fixed-Rate, Tax-Exempt Severance Tax Revenue Bonds (Including Current Refunding Transactions)
   
   TO BE DETERMINED THROUGH RFP PROCESS

   c. Fixed-Rate, Tax-Exempt Bonds Other than General Obligation Bonds and Severance Tax Bonds (Including Revenue Bonds)
   
   TO BE DETERMINED THROUGH RFP PROCESS

   d. Advanced Refunding Transactions (Taxable and Tax-Exempt, if permitted by applicable law)
   
   TO BE DETERMINED THROUGH RFP PROCESS
ii. Other Services.

Services performed by the Contractor under Paragraphs 1(L) through 1(M) that exceed 60 hours in any given fiscal year shall be paid in accordance with this Paragraph 2(A)(ii). The SBOF will pay the Contractor for such work on an hourly basis at the rates set forth below, plus applicable gross receipts tax.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO BE DETERMINED THROUGH RFP PROCESS</td>
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</tr>
</tbody>
</table>

Payments for such services shall be contingent upon sufficient appropriations being made by the Legislature of New Mexico for performance of the services. The SBOF’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

iii. Non-Service-Fee Costs.

In addition to the service fees set forth in Paragraph 2(A)(i) and 2(A)(ii), the Contractor may bill the SBOF for reimbursement of costs and charges advanced by the Contractor in accordance with the following schedule, plus applicable gross receipts taxes on non-pass through items:

<table>
<thead>
<tr>
<th>Commercial Messenger/ Delivery Service:</th>
<th>Actual Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Filing Fees, Service, and Statutory Fees:</td>
<td>Actual Costs</td>
</tr>
<tr>
<td>In-House Courier Service:</td>
<td>No Charge</td>
</tr>
<tr>
<td>Computerized Legal Research (e.g., LEXIS, WESTLAW):</td>
<td>As billed by Firm or library, for computer time, number of pages printed, number of searches, etc.</td>
</tr>
<tr>
<td>Photocopies:</td>
<td>No Charge</td>
</tr>
<tr>
<td>Postage:</td>
<td>Actual costs for mailings costing more than $1.00 (e.g., Federal Express or similar express mail delivery charges and bulky or multiple mailings.)</td>
</tr>
<tr>
<td>Travel, Food and Lodging:</td>
<td>Subject to the limitations of the Department of Finance and Administration Per-Diem Mileage Rule. Contractor agrees to receive approval from the Director of the SBOF before incurring these expenses. When time permits, travel and lodging shall be booked at discount rates.</td>
</tr>
</tbody>
</table>
The Contractor shall not bill the SBOF for overhead expenses. The Contractor is responsible for paying to the New Mexico Taxation and Revenue Department all gross receipts taxes levied on amounts paid under this Agreement.

iv. Transaction Review Services of Financings by Other Public Entities.
Pursuant to NMAC 2.61.5.16(B), transaction review services of financings by other public entities which require SBOF approval provided to the SBOF under Scope of Work 1(L) above will be compensated at the hourly rate set forth in Compensation 2(A)(ii), and the public entity issuing the bonds or proposing a bond-related transaction for which the financing plan is being reviewed will be solely responsible for paying the fees and costs associated with the review, analysis and recommendation of the Contractor (without regard to the limitations set out in Paragraph 2(A)(ii)). The SBOF shall advise the public entity of its obligation to make, collect, guarantee or otherwise ensure any payments of any kind due to the Contractor by it under these provisions and shall assist the Contractor in the collection of amounts due; provided, however, that the Contractor shall have no claim against the SBOF or the State if that public entity is delinquent in making or fails to make any such payments. Fees paid by other public bodies shall not be included in the calculation of the maximum aggregate amount payable for services rendered to the SBOF on an hourly basis set forth in Paragraph 2(A)(ii).

B. Payment. All compensation under Paragraph 2(A)(i) and issuance-related compensation under Paragraph 2(A)(iii) above shall be payable only for issuances that are ultimately closed (no costs shall be reimbursed if bonds are not closed). Such fees, costs and reimbursable expenses shall be paid from the bond proceeds of the bond issuance for which such fees, costs and reimbursable expenses were incurred or such other funding sources authorized therefore by the New Mexico Legislature, as applicable. All fees, costs and reimbursable expenses shall be billed by the Contractor to the State and shall only be paid upon receipt by the SBOF of a detailed, certified statement of account. There shall be no additional fees or expenses and no separate billing presented to the SBOF for services rendered by any Subcontractor.

Within fifteen (15) days after the date the SBOF receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, the SBOF shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the SBOF finds that the services or items of tangible personal property are not acceptable, it shall within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the SBOF that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of
certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the SBOF shall not incur late charges, interest or penalties for failure to make payment within the time specified herein.

All invoices must be received by the SBOF no later than fifteen (15) days after the termination of the contract. Invoices received after such date WILL NOT BE PAID.

C. Taxes. The payment of taxes for any money received under this Agreement shall be the Contractor’s sole responsibility and should be reported under the Contractor’s Federal and State tax identification number(s).

The Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to their operations and any persons employed by the Contractor. The Contractor shall require all subcontractors to hold the SBOF harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

3. Term.
This agreement shall not become effective until approved by the GSD/SPD Contracts Review Bureau. This Agreement shall begin on the date approved by the GSD/SPD and shall end on June 30, 2024, unless terminated pursuant to Paragraph 5 (Termination) or Paragraph 6 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.
A. Grounds. The SBOF may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the SBOF’s uncured, material breach of this Agreement.

1. Except as otherwise provided in Paragraph 4(B)(3), the SBOF shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. The Contractor shall give SBOF written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the SBOF’s material breaches of this Agreement upon which the termination is based and (ii) state what the SBOF must do to cure such material breaches. The Contractor’s notice of termination shall only be effective (i) if the SBOF does
not cure all material breaches within the thirty (30) day notice period or (ii) in
the case of material breaches that cannot be cured within thirty (30) days, the
SBOF does not, within the thirty (30) day notice period, notify the Contractor of
its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately
upon written notice to the Contractor (i) if the Contractor becomes unable to
perform the services contracted for, as determined by the SBOF; (ii) if, during
the term of this Agreement, the Contractor is suspended or debarred by the State
Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5,
“Appropriations”, of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement,
the SBOF’s sole liability upon termination shall be to pay for acceptable work
performed prior to the Contractor’s receipt or issuance of a notice of termination;
provided, however, that a notice of termination shall not nullify or otherwise affect
either party’s liability for pre-termination defaults under or breaches of this
Agreement. The Contractor shall submit an invoice for such work within thirty (30)
days of receiving or sending the notice of termination. THIS PROVISION IS NOT
EXCLUSIVE AND DOES NOT WAIVE THE SBOF’S OTHER LEGAL RIGHTS
AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF
THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the SBOF or the
Contractor of notice of termination of this Agreement, the Contractor shall: 1) not
incur any further obligations for salaries, services or any other expenditure of funds
under this Agreement without written approval of the SBOF; 2) comply with all
directives issued by the SBOF in the notice of termination as to the performance of
work under this Agreement; and 3) take such action as the SBOF shall direct for the
protection, preservation, retention or transfer of all property titled to the SBOF and
records generated under this Agreement. Any non-expendable personal property or
equipment provided to or purchased by the Contractor with contract funds shall
become property of the SBOF upon termination and shall be submitted to the SBOF
as soon as practicable.

5. Appropriations.
The terms of this Agreement are contingent upon sufficient appropriations and
authorization being made by the Legislature of New Mexico for the performance of this
Agreement. If sufficient appropriations and authorization are not made by the Legislature,
this Agreement shall terminate immediately upon written notice being given by the SBOF
to the Contractor. The SBOF’s decision as to whether sufficient appropriations are available
shall be accepted by the Contractor and shall be final. If the SBOF proposes an amendment
to the Agreement to unilaterally reduce funding, the Contractor shall have the option to
terminate the Agreement or to agree to the reduced funding, within thirty (30) days of
receipt of the proposed amendment.
6. **Status of Contractor.**
The Contractor and its agents and employees are independent contractors performing professional services for the SBOF and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledge that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**
The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the SBOF.

8. **Subcontracting.**
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the SBOF. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the SBOF.

9. **Release.**
Final payment of the amounts due under this Agreement shall operate as a release of the SBOF, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**
Any confidential information provided to the Contractor by the SBOF or developed by the Contractor based on information provided by the SBOF in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the SBOF. Upon termination of this Agreement, Contractor shall deliver all confidential information in their possession to the SBOF within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to the SBOF will result in direct, special and incidental damages.

11. **Product of Service -- Copyright.**
All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the SBOF no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
12. **Conflict of Interest: Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1. in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any SBOF employee while such employee was or is employed by the SBOF and participating directly or indirectly in the SBOF’s contracting process;

2. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3. in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the SBOF’s making this Agreement;

4. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator’s family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-9(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5. in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly
participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the SBOF.

C. The Contractor’s representations and warranties in Sections A and B of this Paragraph 12 are material representations of fact upon which the SBOF relied when this Agreement was entered into by the Parties. The Contractor shall provide immediate written notice to the SBOF if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s representations and warranties in Sections A and B of this Paragraph 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Sections A and B of this Paragraph 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the SBOF and notwithstanding anything in the Agreement to the contrary, the SBOF may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

13. Amendment.
A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto and all other required signatories.

B. If the SBOF proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 4 herein, or to agree to the reduced funding.

This Agreement incorporates all the Agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.
The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
16. **Equal Opportunity Compliance.**
The Contractor agrees to abide by all federal and state laws and rules and regulations, and
executive orders of the Governor of the State of New Mexico, pertaining to equal
employment opportunity. In accordance with all such laws of the State of New Mexico, the
Contractor assures that no person in the United States shall, on the grounds of race, religion,
color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical
condition, spousal affiliation, sexual orientation or gender identity, be excluded from
employment with or participation in, be denied the benefits of, or be otherwise subjected
to discrimination under any program or activity performed under this Agreement. If the
Contractor is found not to be in compliance with these requirements during the life of this
Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Workers Compensation.**
The Contractor agrees to comply with state laws and rules applicable to workers
compensation benefits for its employees. If the Contractor fails to comply with the Workers
Compensation Act and applicable rules when required to do so, this Agreement may be
terminated by the SBOF.

18. **Applicable Law.**
The laws of the State of New Mexico shall govern this Agreement, without giving effect
to its choice of law provisions. Venue shall be proper only in a New Mexico court of
competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this
Agreement, the Contractor acknowledges and agrees to the jurisdiction of the courts of the
State of New Mexico over any and all lawsuits arising under or out of any term of this
Agreement.

19. **Records and Financial Audit.**
The Contractor shall maintain detailed time and expenditure records that indicate the date,
time, nature and cost of services rendered during the Agreement’s term and effect and
retain them for a period of three (3) years from the date of final payment under this
Agreement. The records shall be subject to inspection by the SBOF, the General Services
Department/State Purchasing Division and the State Auditor. The SBOF shall have the
right to audit billings both before and after payment. Payment under this Agreement shall
not foreclose the right of the SBOF to recover excessive or illegal payments.

20. **Indemnification.**
The Contractor shall defend, indemnify and hold harmless the SBOF and the State of New
Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys’ fees and
all other liabilities and expenses of any kind from any source which may arise out of the
performance of this Agreement, caused by the negligent act or failure to act of the
Contractor, its officers, employees, servants, subcontractor or agents, or if caused by the
actions of any client of the Contractor resulting in injury or damage to persons or property
during the time when the Contractor or any officer, agent, employee, servant or
subcontractor thereof has or is performing services pursuant to this Agreement. In the event
that any action, suit or proceeding related to the services performed by the Contractor or
any officer, agent, employee, servant or subcontractor under this Agreement is brought
against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after they receive notice thereof, notify the legal counsel of the SBOF and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. **New Mexico Employees Health Coverage.**
   A. If the Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, the Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000.

   B. The Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State.

   C. The Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information:
      
      [www.bewellnm.com/](http://www.bewellnm.com/)

22. **Invalid Term or Condition.**
   If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. **Enforcement of Agreement.**
   A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. **Non-Collusion.**
   In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

25. **Notices.**
   Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:
To the SBOF:
Director
State Board of Finance
407 Galisteo Street
Bataan Memorial Building, Room 181
Santa Fe, NM 87501

To the Contractor:
Name
Address

26. **Succession.**
This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

27. **Headings.**
Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

28. **Default/Breach.**
In case of default and/or breach by the Contractor, for any reason whatsoever, the SBOF and the State of New Mexico may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the SBOF and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

29. **Equitable Remedies.**
The Contractor acknowledges that their failure to comply with any provision of this Agreement will cause the SBOF irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the SBOF, and the Contractor consents to the SBOF’s obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The SBOF’s rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the SBOF may have under applicable law, including, but not limited to, monetary damages.

30. **Authority.**
If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

By: ____________________________________________  Date:_____________
Michelle Lujan Grisham, Governor
President of the State Board of Finance

By: ____________________________________________  Date:_____________
Sally Malavé, Assistant Attorney General
Counsel to the State Board of Finance
Certifying legal sufficiency

By: ____________________________________________  Date:_____________
Elena Tercero, Chief Financial Officer
New Mexico Department of Finance and Administration

By: ____________________________________________  Date:_____________
Contractor
Contractor Firm

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

Contractor
NM Tax ID Number: 00-000000-00-0
Federal Tax ID Number.: 00000000

By: ____________________________________________  Date:_____________
Taxation and Revenue Department
Contract ID#_____________________

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: ____________________________________________  Date:_____________
GSD/SPD Contracts Review Bureau
APPENDIX D

LETTER OF TRANSMITTAL FORM
APPENDIX D
Letter of Transmittal Form

RFP#:
Offeror Name: ___________________________ FED ID# _______________________________

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
Name _______________________________________________________________________
Title _______________________________________________________________________
E-Mail Address _______________________________________________________________
Telephone Number ____________________________________________________________

3. For the person authorized by the organization to negotiate on behalf of this Offer:
Name _______________________________________________________________________
Title _______________________________________________________________________
E-Mail Address _______________________________________________________________
Telephone Number ____________________________________________________________

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
Name _______________________________________________________________________
Title _______________________________________________________________________
E-Mail Address _______________________________________________________________
Telephone Number ____________________________________________________________

5. **Use of Sub-Contractors (Select one)**
   ____ No sub-contractors will be used in the performance of any resultant contract OR
   ____ The following sub-contractors will be used in the performance of any resultant contract:

   (Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

   (Attach extra sheets, as needed)

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

   ______________________________________________________, 2019
   Authorized Signature and Date (Must be signed by the person identified in item #2, above.)
APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror’s experience relevant to the scope of work in an effort to establish Offeror’s responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Procurement Manager as determined in Section I.D by 3:00pm MDT or MST on March 23, 2020, for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.
This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, State Board of Finance via facsimile or e-mail at:

Name: Ashley E. Leach, State Board of Finance, Procurement Manager
Address: 181 Bataan Memorial Building
        407 Galisteo Street
        Santa Fe, NM 87501

Telephone: (505) 827-4902
Fax: (505) 827-3985
Email: Ashley.Leach@state.nm.us

no later than 3:00pm MST or MDT on March 23, 2020, and must not be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<table>
<thead>
<tr>
<th>Company providing reference:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name and title/position</td>
<td></td>
</tr>
<tr>
<td>Contact telephone number</td>
<td></td>
</tr>
<tr>
<td>Contact e-mail address</td>
<td></td>
</tr>
<tr>
<td>Project description;</td>
<td></td>
</tr>
<tr>
<td>Project dates (starting and ending);</td>
<td></td>
</tr>
<tr>
<td>Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</td>
<td></td>
</tr>
</tbody>
</table>
QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:
6. Who were the vendor’s principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _______________________________ Rating:  
Name: _______________________________ Rating:  
Name: _______________________________ Rating:  
Name: _______________________________ Rating:  
Name: _______________________________ Rating:  
COMMENTS:  

7. How satisfied are you with the products developed by the vendor? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:  

8. With which aspect(s) of this vendor's services are you most satisfied?  
COMMENTS:  

9. With which aspect(s) of this vendor's services are you least satisfied?  
COMMENTS:  

10. Would you recommend this vendor's services to your organization again?  
COMMENTS: