



NEW MEXICO
FINANCE AUTHORITY

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL SERVICES

RELATED TO REGIONALIZATION OF

PUBLIC WATER SYSTEMS

DATE ISSUED: January 15, 2025

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I. INTRODUCTION

A. PURPOSE

The New Mexico Finance Authority (“NMFA”) hereby requests proposals from qualified firms (“Offerors”) to provide professional engineering and multi-disciplined services to provide financial and administrative capacity development and direct technical assistance on optimizing the operational efficiency and effectiveness and long-term sustainability of public domestic water districts and companies and companies and related capital improvement projects pursuant to NMSA 1978, Section 72-4A-9.B.

B. BACKGROUND

The Water Project Finance Act (“Act”) was adopted in 2001 (Laws 2001, Chapter 164, Section 1, effective July 1, 2001; codified at §§ 72-4A-1 through 72-4A-11, NMSA 1978, as may be amended from time to time, based on the legislative finding that the public welfare depends on efficient use and conservation of water and that public confidence and support for water use efficiency and conservation is based on a reasonable balance of investments in water infrastructure and management. The purpose of the Act is to provide for water use efficiency, resource conservation and protection and fair distribution and allocation of the scarce resource to all users.

Laws 2024, Chapter 9, Section 3 amended the Act to allow use of the Water Project Fund (“Fund”) to hire contractors to provide financial and administrative capacity development and direct technical assistance on water projects.

The NMFA has set aside a portion of the Fund to procure on-call professional services to assist public water systems with these efforts by creating the Water Project Fund Technical Assistance Program (“TAP”).

C. SCOPE OF PROCUREMENT

The NMFA wishes to obtain the services of one or more contractors with the necessary experience and knowledge to perform the tasks outlined in this Scope to support the NMFA’s duties related to TAP.

The Scope is a general representation of the types of tasks that may be needed. The planned services consist of work under multiple areas and may include but may not be limited to the following:

1. *Engineering or Technical and Hydrologic Services.* Includes, but is not limited to:
 - a. Developing Preliminary and/or Final Engineering Reports to improve a water systems infrastructure.
 - b. Developing Preliminary Engineering and/or Final Engineering Reports to identify potential connections related to regionalization.
 - c. Providing project management oversight over the development and construction of water infrastructure projects related to regionalization.
 - d. Asset Management Plan (AMP) Implementation for the region.

e. Complete the AMP or review current AMP and discuss and train the region on implementation of their AMP.

f. Identify timeline and funding requirements.

2. *Geospatial Mapping needs.* Includes, but is not limited to:

a. GIS/GPS/Mapping of systems services areas and combine into a regional service area map.

b. Inspection, inventory, and mapping of water system components including all assets and their elements, including but not limited to, water wells, flow meters, tanks, backflow prevent devices, distribution lines, lift stations, hydrants, surface points of diversion, disinfection systems, and include any potential point source protection concerns.

c. Compilation of the findings of the system survey into a comprehensive report and GIS database on all water uses in the service area.

3. *Accounting needs.* Includes but not limited to:

a. Financial Plan Development, including Debt Consolidation/Debt Forgiveness options and/or rate structure.

b. Financial Policies.

c. Funding Short Term Assets and Asset Maintenance.

4. *Legal needs.* Includes but not limited to:

a. Assist in developing organizational documents, such as dissolution and/or merging of existing entities, Articles of Incorporation, Bylaws, etc.

b. Assist in reviewing assets, debts and legal easements, etc. in support of regionalization.

c. Review of compliance with Water Rights for all systems.

d. Develop and review contracts.

5. *Facilitator needs.* Includes but not limited to:

a. Facilitate the formation of the regional entity.

b. Facilitate meetings of the board/decision makers.

c. Assures that the process is transparent.

A contract manager for the NMFA will assign work. Individual work projects will be assigned with identified deliverables and a time schedule. The quantity of services or level of effort required under contract(s) awarded pursuant to this RFP can, and likely will, vary with the progress of the work, as determined by the NMFA. The contractor(s) will be required to work effectively and cooperatively with personnel at all levels and with a variety of backgrounds, including other contractors, attorneys, engineers, administrative staff and clerical support staff.

The contractor(s) will be solely and wholly responsible for performing and completing assignments to the satisfaction of the NMFA. All work shall be performed in accordance with the highest professional standards and completed within the time for performance mutually agreed upon between the NMFA and the contractor.

The NMFA reserves the right to retain other contractors to provide similar services or to complete a particular assignment or task, as may be necessary or desirable. The NMFA reserves the right to divide the work in any manner it deems appropriate or advisable if a multiple source award is made pursuant to this RFP. Funding may not allow the implementation of all tasks described in this RFP.

D. QUALIFICATIONS OF OFFERORS

The scope of services has been divided into the following disciplines: Engineering and Technical Services or Hydrologic Analysis; Geospatial Mapping; Legal Services; Community Organizers; Facilitators; Business Development; and IT services.

1. Engineering and Technical Services shall be provided by professional engineers who are registered in New Mexico and shall indicate areas of discipline recognized by the New Mexico State Board of Licensure for Professional Engineers and Land Surveyors.

2. Attorneys offering legal services shall be licensed with the State Bar Association of New Mexico.

3. Community Organizers and Facilitators should be familiar with the community, and whenever possible reside within the community they are supporting.

E. PROCUREMENT MANAGER

The NMFA has designated a Procurement Manager responsible for the conduct of this procurement whose name, address, and telephone number are listed below (all deliveries should be sent to this address):

Dora Cde Baca, Chief Administrative Officer
New Mexico Finance Authority
207 Shelby Street
Santa Fe, NM 87501
Telephone: (505) 992-9625
Email: dcdebaca@nmfa.net

This procurement is being conducted in accordance with and subject to the requirements of the NMFA's Procurement Policy ("Procurement Policy"). A copy of the Procurement Policy is available for inspection or review at the NMFA's offices or via the NMFA website at nmfinance.com.

Except as part of any interview that may be conducted as part of the evaluation process, until the award is made and notice given to all Offerors, no employee, agent, or representative of an Offeror shall discuss the RFP or make available or discuss an Offeror's proposal with an officer, member, employee, agent, or representative of the NMFA.

Until the award is made and notice given to all Offerors, the NMFA will not disclose the contents

of any proposal with an Offeror or potential Offeror so as to make the contents of any offer available to competing or potential Offerors.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and specifies general requirements for the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsibility	Date
1. Issuance of RFP	NMFA	<u>January 15, 2025</u>
2. Deadline to Submit Written Questions	Offerors	January 31, 2025
3. Response to Written Questions/RFP Amendments	NMFA	February 7, 2025
4. Submission of Proposals	Offerors	February 28, 2025
5. Review of Proposals	Evaluation Committee	March 3 - 14, 2025
6. Selection of Finalists	Evaluation Committee	March 18, 2025
7. Oral Presentations (if requested)	Finalists	March 19, 2025
8. Best and Final Offers	Finalist Offerors	March 20-21, 2025
9. Selection and Award	Committee and/or Board	March 24-28, 2025
10. Protest Deadline		15 days after award

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 NMFA on the date outlined above. Potential Offerors may be directly provided with a copy of the RFP by the Procurement Manager or may obtain a copy by visiting the NMFA’s website at www.nmfinance.com.

The RFP may be cancelled or any or all proposals may be rejected in whole or in part when it is determined by the NMFA in its sole discretion, to be in the best interests of the NMFA.

2. Deadline to Submit Written Questions Potential Offerors may submit written questions concerning this RFP until the close of business on the date outlined in the Sequence of Events above. All questions must be submitted in writing **VIA EMAIL to the Procurement Manager.**

3. Response to Written Questions/RFP Amendments. The NMFA will make the questions and the NMFA's responses available via its website at www.nmfinance.com on the date outlined in the Sequence of Events above.
4. Submission of Proposal. Offeror proposals, including Appendix A, "Letter of Transmittal", must be received for review and evaluation by the Procurement Manager **VIA EMAIL NO LATER THAN 12:00 PM MOUNTAIN DAYLIGHT TIME ON [FEBRUARY 28, 2025]**. Proposals must be emailed to the Procurement Manager at the address listed in Section I.E. The subject line of the email must clearly indicate that they are in response to the Request for Proposals to provide Document and Data Management Consulting Services to the NMFA.

A public log will be kept of the names of all Offeror organizations that submitted proposals. The contents of any proposal shall not be disclosed prior to contract award or cancellation of the RFP.

5. Review of Proposals. Proposals will be distributed to members of the Evaluation Committee for review on the date outlined in the Sequence of Events above.

The review of proposals will be performed by the NMFA's Evaluation Committee. During this time the Procurement Manager may, on behalf of the Evaluation Committee, initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal, but proposals may be accepted and evaluated without such discussion. Discussions shall not be initiated by the Offerors.

6. Selection of Finalists. The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors. Only finalists will be invited to participate in the subsequent steps of the procurement.
7. Best and Final Offers from Finalists. Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining Best and Final Offers. Best and Final Offers may be clarified and amended at the finalist Offerors' oral presentations.
8. Oral Presentations. Finalist Offerors may be required to present their proposals to the Evaluation Committee and stand for questions. The Procurement Manager will schedule the time for each finalist Offeror's presentation. All Offeror presentations will be held at the NMFA's offices in Santa Fe, New Mexico, depending on availability, or at another site that may be designated by the Procurement Manager. Offerors should be prepared to explain their understanding of this procurement and be prepared to answer questions. The Procurement Manager may limit the length of time given to each finalist Offeror for the oral presentation.
9. Selection of Contractor(s). The Evaluation Committee will select, and the Procurement Manager will notify the selected contractor(s).
10. Recommendation to NMFA or Board. If applicable, and in conformance with NMFA policies and procedures, the Evaluation Committee will present its decision regarding the

selected contractor(s) to the appropriate NMFA committee and/or to the NMFA Board of Directors for final approval.

The contract shall be awarded to the Offeror(s) whose proposals are determined to be most advantageous, taking into consideration the evaluation factors set forth in the RFP and in accordance with the NMFA's Procurement Policy. The most advantageous proposals may or may not have received the most points.

11. Contract Award(s). Upon approval of the final contract, the parties shall execute the contract(s). An award of contract means a fully executed contract.

The NMFA will provide written notice of the award to all Offerors following the date of the award.

12. Protest Deadline. Any protest by an Offeror must be in conformance with the Procurement Policy. Protests must be submitted in writing to the Procurement Manager for distribution to the NMFA's Finance and Disclosure Committee within fifteen (15) calendar days of the award. Protests must include the name and address of the protester and the RFP number, and state with particularity the basis for the protest and the facts relied upon, including appropriate supporting exhibits. It must also specify the ruling requested from the NMFA. **Protests received after this deadline will not be accepted.**

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the NMFA's Procurement Policy and the following general requirements.

1. Acceptance of Conditions Governing the Procurement. Offerors must indicate their acceptance of the Conditions Governing the Procurement section of this RFP in their Letter of Transmittal which is attached hereto as Appendix "A". Failure to submit the Letter of Transmittal will disqualify the Offeror from consideration by the Evaluation Committee. Submission of a proposal shall be deemed to constitute acceptance of the requirements outlined in the RFP.
2. Incurring Cost. Any cost incurred by the Offeror in preparation, transmittal or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. Prime Contractor Responsibility. Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the NMFA. The NMFA will make contract payments only to the prime contractor.
4. Subcontractors. Use or potential use of subcontractors for services must be clearly explained in the Offeror's proposal, and subcontractors must be identified by name, to the extent known at the time of submission of the proposal. In the event the name of a subcontractor is not known at the time of the proposal, the Offeror shall describe in detail, the nature of the services that might be obtained from a subcontractor. The prime contractor shall be wholly responsible for the performance of all services, whether or not

subcontractors are used.

5. Amended Proposals. An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The NMFA will not merge, collate or assemble proposal materials.
6. Offeror's Rights to Withdraw Proposal. An Offeror will be allowed to withdraw a proposal at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.
7. Proposal Offer Firm. Responses to this RFP, including proposal prices, will be considered firm and binding for one hundred eighty (180) calendar days after the due date for receipt of proposals.
8. Disclosure of Proposal Contents. The proposals will be kept confidential until a contract is awarded by the NMFA or the Procurement is terminated. At that time, all proposals and documents pertaining to the proposals will be open to the public in accordance with applicable law.

The Offeror hereby acknowledges that the NMFA is subject to state laws, including, without limitation, the Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978, which provides generally that all records relating to a public business are open to public inspection and copying unless exempted under the Inspection of Public Records Act, and the Open Meetings Act, Section 10-15-1 through 10-15-4 NMSA 1978, which provides generally for open meetings for public deliberative bodies. Neither the Offeror nor any related entity shall make any claim against the NMFA if it makes available to the public any document, report, or other information the NMFA received from the Offeror or any related entity which was made public by the NMFA pursuant to the Inspection of Public Records Act or the Open Meetings Act, as permitted by law.

The NMFA acknowledges that an Offeror may desire to protect proprietary or confidential information from disclosure under certain circumstances when reasonable. 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 and an Offeror *must* make a written request at the time of submission of a proposal to keep such information confidential.

Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered, or the cost of services proposed shall not be designated or treated as proprietary or confidential information.

If a request is received for disclosure of information for which an Offeror has made a written request for confidentiality, the NMFA shall examine the Offeror's request and decide that specifies which portions of the proposal should be disclosed.

The NMFA may endeavor to contact the Offeror before releasing any information, but in no event will the NMFA be under any obligation to either contact the Offeror or refuse to disclose information permitted to be disclosed by New Mexico law. In addition, the Offeror agrees to fully release, waive and hold the NMFA and its employees and officers harmless from any liability or costs associated with the release of any information.

9. No Obligation. This procurement does not obligate the NMFA to the eventual purchase of any professional services offered.
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 NMFA determines, in its sole discretion, such action to be in the best interest of the NMFA.
11. Sufficient Funding. Any contract awarded as a result of this RFP process may be terminated if sufficient budget, funding or authorizations do not exist. The NMFA's decision as to whether sufficient budget, funding or ad authorizations are available will be accepted by the contractor as final.
12. Governing Law. This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.
13. Basis for Proposal. Only information supplied by the NMFA in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.
14. Contract Terms and Conditions. The contract between the NMFA and any contractor shall be in substantially the format and contain the terms and conditions included in the sample contract attached hereto as Appendix B. By submitting a response to this RFP, the Offeror accepts and agrees to be bound by the terms and conditions outlined in the sample contract and shall not negotiate such terms unless an Offeror specifically objects to such terms and conditions in their response to the RFP. Should an Offeror object to any of the NMFA's terms and conditions, that Offeror must propose specific alternative language that is acceptable to the NMFA. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the NMFA 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.

The NMFA reserves the right to negotiate with a successful Offeror provision in addition to those contained in this RFP.

15. Offeror Qualifications. The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will, in its sole discretion, reject the proposal of any Offeror who it determines is not a responsible Offeror or fails to submit a responsive offer.

16. Right to Waive Minor Irregularities. The Evaluation Committee also reserves the right to waive any mandatory requirement provided that all of the otherwise responsive proposals failed to meet the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. This right is in the sole discretion of the Evaluation Committee.
17. Change in Contractor Representatives. The NMFA reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the NMFA, meeting its needs adequately.
18. NMFA's Rights. The NMFA reserves the right to accept all or a portion of an Offeror's proposal.
19. Ownership of Proposals. One complete copy of all documents submitted in response to the RFP shall be placed into the procurement file. Those documents will become the property of the NMFA. Other copies may be destroyed.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Each Offeror may submit only one proposal.

Offerors shall electronically submit all proposals via pdf to the Procurement Manager on or before the closing date and time for receipt of proposals.

B. PROPOSAL FORMAT AND CONTENTS

All proposals must include the following:

1. Proposal Organization

- 1.1 The Letter of Transmittal, which shall be considered an integral part of the proposal, shall be signed by the responsible individual(s) who is (are) authorized to bind the Offeror contractually. The Offeror shall utilize the Letter of Transmittal template, attached hereto as Appendix A, for completion of this requirement.

Among other requirements, the Letter of Transmittal shall include the name, address, and phone number of the Offeror and a statement from the Offeror agreeing to provide all the services in the Scope of Procurement and adhere to all requirements, specifications, terms and contract provisions set forth in this RFP and any attachments or amendments to the RFP.

- 1.2 The proposal must supply names and resumes of key personnel to be assigned to the performance of the responsibilities contemplated by the RFP. Resumes describing the qualifications of all professional personnel, excluding support staff, to be utilized in the performance of this agreement, including all subcontractors

who have been identified, must show, at a minimum, the person's name, education, position, and total years and types of experience relevant to the performance of the agreement.

- 1.3 The proposal must outline how the Offeror meets the minimum qualifications set out in Section I(D).
- 1.4 The Offeror must submit evidence of appropriate professional liability insurance that will be in force at the inception of the contract and must agree to maintain such coverage throughout the term of any agreement. Such insurance must be in an amount reasonable for a firm of Contractor's size and financial condition, and shall cover the Offeror, its employees, agents, representatives, and subcontractors.
- 1.5 A detailed description of Offeror's knowledge and experience with respect to the services to be provided, with specific details/examples of consultant services provided to similar entities.
- 1.6 A list of three (3) references for the Offeror's work with other entities supplying both assurance and advisory services.
- 1.7 A detailed description of the Offeror's availability and accessibility to the NMFA in providing the services outlined herein. The Offeror should discuss the availability of frequent meetings and staffing breadth to perform assurance and advisory services as requested by the NMFA.
- 1.9 A statement disclosing (i) any current or proposed business transaction between the Offeror and any member, officer or employee of the NMFA; and (ii) any other conflict or potential conflict which may reasonably give rise to a claim of conflict of interest.
- 1.10 A specific description of the Offeror's proposal for the delivery of the professional services contemplated by this RFP. This proposal may include a work plan, a discussion of the manner in which the personnel will be made available to provide the services and such other information as the Offeror reasonably believes necessary to explain its proposal for meeting the needs of the NMFA.

2. Fee and Cost Schedule

- 2.1 Fees. A specific fee for the Offeror's services should be included in the proposal not to exceed the Offeror's standard fee schedule. The fee, if appropriate, shall either be properly detailed and broken down by hourly rates for each potential task or individual that will be involved with the services to be provided, or provide sufficient detail in the case of a flat fee proposal so that the services to be provided can be properly analyzed to determine the reasonableness of costs and profit margin, or be deliverable-based according to the agreed-upon Scope of Work. The Offeror shall, if appropriate, also provide a not to exceed cost for each year of any resulting contract.

- 2.2 Reimbursement of Costs. The proposal shall provide detailed information concerning any expenses for which the Offeror proposes to be reimbursed in addition to the fee. If the Offeror proposes to be reimbursed for travel expenses, reimbursement shall be subject to approval by the NMFA for reasonableness. An invoice for services provided and reimbursable expenses incurred, if any, must be presented before any payment under the contract shall be made.
- 2.3 Subcontracting. *Any fee of a subcontractor will be paid solely by the Contractor.* The NMFA will not pay a subcontractor separately. In addition to the compensation, the Offeror shall be reimbursed for New Mexico gross receipts taxes paid to the New Mexico Taxation and Revenue Department, if applicable.

IV. EVALUATION

The following is a summary of items for which Offerors can be awarded evaluation points. These weighted factors shall be used in the evaluation of the individual Offeror responses.

A. EVALUATION POINT TABLE/SUMMARY:

Evaluation Factor	Points
1. Project description and feasibility	25
2. Methodology used for the project	15
3. Management plan for the project	15
4. Experience and qualifications	20
5. Fee proposal.	25
Total Points	100

B. EVALUATION FACTORS

The award of a contract shall be made to the responsible Offeror(s) whose proposal is most advantageous to the NMFA taking into consideration the above weighted evaluation factors based on the information requested in the Scope of Work. **Please note**, however, that a serious deficiency in any one criterion may be grounds for rejection and that the listing of cost as an evaluation factor does not require the NMFA to select the Offeror who submits the lowest cost proposal. The NMFA shall, in its sole discretion, have the right to obtain from any and all sources, information concerning an Offeror which is deemed pertinent to the RFP and to consider such information in the evaluation of the Offeror's proposal.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements 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.
3. The Evaluation Committee may use other sources of information to perform the evaluation

as specified in Section IV(B).

4. Responsive proposals will be evaluated utilizing the factors outlined in Section IV(A) that have been assigned a point value in order to assist the Evaluation Committee in selecting an Offeror(s) most advantageous to the NMFA. The responsible Offeror(s) whose proposal is most advantageous to the NMFA, taking into consideration the evaluation factors in Section IV, will be recommended for contract award.

**APPENDIX A
LETTER OF TRANSMITTAL FORM**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES
RELATED TO REGIONALIZATION OF PUBLIC WATER SYSTEMS**

In acknowledgement of its intent to respond to this Request for Proposal the undersigned makes the following representations as required by the RFP.

OFFEROR: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PRIMARY CONTACT: _____
PHONE NO. (_____) _____ FAX NO. (_____) _____
E-MAIL ADDRESS _____
FEDERAL EMPLOYER ID No. _____

The aforementioned firm and its authorized representatives hereby confirm and acknowledge:

1. This Proposal is a firm and irrevocable offer for a period of 180 days after submission.
2. The Offeror is willing to perform all of the services as outlined in the RFP.
3. The Offeror is able to provide all of the services as outlined in the RFP upon submission.
4. The Offeror accepts all terms and conditions as outlined in the RFP.
5. The Offeror agrees to the terms and conditions outlined in the sample contract, Appendix B to this RFP.
6. The following material is considered by the Offeror to be trade secret information:

The Offeror hereby acknowledges that the NMFA is subject to the Inspection of Public Records Act, (NMSA 1978 Ch. 14, Article 2) and the Offeror hereby indemnifies and agrees to hold the NMFA harmless for the release of any information, including information deemed confidential commercial information by the Offeror, if the NMFA reasonably believes the NMFA is permitted to release such information in accordance with law.

The undersigned is authorized to contractually bind the Offeror:

By submission of this cover letter, the Offeror hereby certifies that the above are true and correct statements.

Name: _____ Title: _____

Signature: _____

APPENDIX B

NEW MEXICO FINANCE AUTHORITY PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the New Mexico Finance Authority (“NMFA”) and **[INSERT- Contractor Name]** (“Contractor”), collectively referred to as the “Parties”.

The Parties agree as follows:

1. Scope of Work.

The Contractor, as requested by the NMFA, shall perform the following services:

[INSERT SOW DESCRIPTION]

2. Compensation.

a. Services: The NMFA shall pay to the Contractor as compensation for services rendered upon full and satisfactory completion, in the sole discretion of the NMFA, of the services, reports and deliverables outlined in the Scope of Work, plus applicable New Mexico Gross Receipts Tax, as follows:

[INSERT PAYMENT PROVISIONS]

b. Payment: Payment shall be made to Contractor monthly, after receipt and review of a detailed statement from the Contractor, for services rendered to the NMFA. If requested by the NMFA, a detailed estimate of all items for which the Contractor will request reimbursement will be provided to the NMFA in advance of actual expenditures. Contractor shall submit all invoices and billing-related correspondence to NMFA Accounts Payable ap@nmfa.net.

c. Gross Receipts Taxes and Expenses. The Contractor shall bill the NMFA for reimbursement of gross-receipts taxes levied on fees paid and disbursements reimbursed to Contractor under this Agreement including reimbursement of reasonable and necessary out-of-

pocket expenses as approved by the NMFA. The Contractor shall not bill the NMFA 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.

d. Not to Exceed. The total compensation paid under this Agreement shall not exceed \$_____, including reimbursement of expenses and gross receipts taxes.

3. Term.

This Agreement is effective on **[INSERT MONTH DAY YEAR]** and shall continue in effect until **[INSERT MONTH DAY YEAR]**, unless it is terminated earlier pursuant to Paragraph 4 of this Agreement or at the time Contractor has received the maximum compensation permitted under this Agreement. Under no circumstances may the term of this Agreement exceed four (4) years, including any extensions.

4. Termination.

a. Termination for Cause. In addition to the NMFA's legal and equitable rights and remedies, the NMFA may terminate this Agreement at any time: (i) for Contractor's negligence, misconduct or breach of a term or condition of this Agreement, including but not limited to, failing to meet the Standard of Care outlined in Paragraph 5 below; (ii) failure to perform the Scope of Work as provided herein for any reason; or (iii) if the NMFA determines that, as the result of any occurrence or change of circumstances involving Contractor, the continued association with Contractor as provided hereunder would have an adverse impact on the name, image, reputation, goodwill or proprietary rights of the NMFA.

b. Termination for No Cause. The NMFA may terminate this Agreement at any time for no cause, subject only to the NMFA's obligation to pay Contractor the unpaid compensation for services already performed as set forth in Paragraph 2 above.

5. Standard of Care.

Contractor hereby represents that it is an expert in providing the services contemplated by this Agreement. Therefore, over and above, and in addition to, any fiduciary or other obligations under applicable law, Contractor agrees that it shall at all times exercise at least the degree of care and competence as would a professional expert with superior skills in providing the services outlined in the Scope of Work.

6. Key Person.

Following the effective date of this Agreement, the Key People (as defined below) shall be the principal individuals responsible for the performance of the Scope of Work. The Contractor shall not substitute any other professionals in lieu of any of the Key People for the performance of the Scope of Work without first receiving written consent of the NMFA. Should the Contractor release any of the Key People from the employment of the Contractor during the term of this Agreement or for any reason one of the Key People terminates his or her responsibilities for the Contractor or becomes unable to maintain his or her responsibilities for the Contractor under this Agreement, the NMFA shall (a) be notified by the Contractor seven (7) calendar days prior to such event and (b) be provided the right to terminate this Agreement. The Key People shall be:

[INSERT KEY PEOPLE]

7. Insurance.

The Contractor shall, at all times during the pendency of this agreement, maintain adequate liability insurance in the amounts proscribed by the NMFA namely, **[INSERT COVERAGE AMOUNTS]**

8. Status of Contractor.

The Contractor is an independent contractor performing professional services for the NMFA as described above, and nothing herein contained shall be deemed to create an agency

relationship between Contractor and the NMFA and Contractor is not an employee of the NMFA. In no event shall Contractor be entitled to participate in, or be entitled to receive any benefits from, the NMFA's employee benefit plan, nor shall Contractor be entitled to accrue leave, retirement, insurance, bonding authority, use of NMFA vehicles, or any other benefits, except as specifically set forth in this paragraph, accorded to employees of the NMFA as a result of this Agreement. The Contractor acknowledges that it is responsible for any and all reporting required to be made to any taxing authority for income tax purposes. The provisions of this Paragraph 8 shall survive the expiration or earlier termination of this Agreement.

9. Litigation/Regulatory Action.

As of the effective date of this Agreement, the Contractor is not aware of any regulatory or self-regulatory investigation or legal or arbitration proceeding against the Contractor or any notice of a regulator in respect of the Contractor that has not been disclosed to the NMFA and, if after the date hereof, the Contractor should become aware of any regulatory or self-regulatory investigation or notice (other than routine information requests that the Contractor reasonably believes are not targeted at the Contractor but is instead an industry-wide request) or any legal or arbitration proceeding filed against the Contractor, the Contractor shall inform the NMFA of such investigation or lawsuit promptly, and in any event within five (5) calendar days after learning of such investigation or lawsuit.

10. 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 NMFA.

11. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior approval of the NMFA. All fees and expenses of any approved subcontractor shall be billable by the subcontractor directly to the Contractor and paid by the Contractor to the subcontractor. The NMFA is not responsible to any subcontractor for any fees, expenses, or payment of any kind. The Contractor assumes full and complete responsibility and liability for each subcontractor's performance of services under the Agreement and such performance shall be judged in accordance with the Standard of Care set out in Paragraph 5 herein.

12. Products and Services/Copyright.

All materials developed or acquired by the Contractor under this Agreement are the property of the NMFA and shall be delivered to the NMFA no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. Contractor shall acquire no right under this Agreement to use, and shall not use, the name "NMFA" or designs of the NMFA.

13. Records and Audits.

The Contractor shall maintain detailed records of all fees and expenses for three years from the expiration or termination of the Agreement. Those records shall be subject to inspections and audit by the NMFA and its authorized representatives. The NMFA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the NMFA to recover excessive or illegal payments.

14. Release.

The Contractor shall, upon final payment of the amount due under this Agreement, release the NMFA, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind

the NMFA to any obligations not assumed herein by the NMFA, unless the Contractor has express written authorization to do so and then only within the strict limits of that authorization.

15. Confidentiality.

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

Contractor shall wholly and fully indemnify the NMFA against any and all losses, damages, costs, expenses, legal fees and liability resulting or arising from the release of information in violation of this paragraph by Contractor, its officers, employees, subcontractors, affiliates or anyone under the control of Contractor.

16. Conflict of Interest.

The Contractor warrants that the Contractor currently has no interest and shall not acquire any interest, direct or indirect, that does or would conflict in any manner or degree with the performance of services required under this Agreement.

17. Amendment.

This Agreement shall not be altered, changed, or amended except by an instrument in writing that is executed by both Parties.

18. Merger.

This Agreement shall incorporate all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter thereof, and all such covenants, agreements and understandings, oral or otherwise, of the parties shall not be valid or enforceable unless embodied in this Agreement.

19. Waiver.

No waiver of any breach of this Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach, nor shall any waiver be valid unless the same shall be in writing and signed by the party alleged to have granted the waiver.

20. Notices.

All notices, or other communications regarding the implementation of this Agreement shall be in writing and shall be deemed to have been given when delivered by registered or certified mail or overnight carrier. The NMFA may, in its sole discretion, call for a notice to be effective if sent by email communication upon telephonic confirmation to the sender of receipt of the email. Notices shall be addressed to:

NMFA: Name: Marquita D. Russel
 Title: Chief Executive Officer
 Address: New Mexico Finance Authority
 207 Shelby Street
 Santa Fe, NM 87501
 Telephone: (505) 984-1454

With a copy to the NMFA OGC: ogc@nmfa.net

Contractor: Name: [INSERT]
 Title: [INSERT]
 Address: [INSERT]
 Telephone: [INSERT]
 Email: [INSERT]

21. Scope of Agreement.

This Agreement incorporates all the agreements and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this Agreement is valid or enforceable unless included in this Agreement.

22. Indemnification.

Contractor shall indemnify and hold the NMFA, its officers, directors, agents, employees and assigns, harmless from and against any and all claims, demands, suits judgments, losses or expenses of any nature whatsoever (including attorneys' fees) arising out of any material breach of Contractor's representations and warranties as set forth herein, any third party claim of infringement regarding the Services, or any other failure of Contractor to comply with the obligations to be performed hereunder. Notwithstanding anything to the contrary above, Contractor shall have no indemnification obligations under this paragraph with respect to any claims that the NMFA (in its reasonable and good faith business judgment) determines are so-called "frivolous" or "nuisance" claims. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

23. Penalties for Violation of Law.

The New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

24. 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.

25. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

26. No Guaranty.

Contractor acknowledges and agrees that by providing the Services, the NMFA is not obligated to offer Contractor any further employment opportunities with the NMFA, and that Contractor is performing such Services only for the duration of the Term of this Agreement, unless the NMFA, in its sole discretion, determines to do otherwise.

27. Full Authority.

Contractor and the NMFA represent that (i) each has all rights, power and authority necessary to enter into and perform this Agreement, (ii) that neither Contractor nor the NMFA has granted any third-party rights inconsistent with the rights and obligations of the other party, and (iii) both Contractor and the NMFA shall reasonably cooperate with the other party in connection with their respective rights and obligations.

28. Facsimile/Counterparts.

This Agreement may be executed in counterparts and may be returned signed by electronic e-mail or facsimile.

[Remainder of page intentionally blank.]

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____day of _____, 20_____.

NEW MEXICO FINANCE AUTHORITY

By: _____
Marquita D. Russel
Chief Executive Officer

Reviewed and approved by the New Mexico
Finance Authority Legal and Compliance Department.

By: _____

(CONTRACTOR)

By: _____

N.M. Tax ID # _____