

GRANT COUNTY



REQUEST FOR PROPOSALS

RFP 19-01

BANKING SERVICES

JULY 03, 2018

PROPOSAL DUE:

July 25, 2018

BY 3:00 PM MST

PROCUREMENT DEPARTMENT

1400 HIGHWAY 180 E

SILVER CITY, NM 88061

CONTACT: JACOB ZAMORA
PROCUREMENT DEPARTMENT

575-574-0003

jzamora@grantcountynm.com

Are you on our “bid list”?

Information Regarding Accessing Grant County Bids and Requests for Proposals (RFPs)

Would you like to have full access to all Grant County Bid opportunities? Would it be convenient for you to have automatic notification when Grant County or other public agencies issue solicitations for products or services that you offer? Grant County posts all Invitation to Bid or Request for Bid (ITB or RFB) and Request for Proposal (RFP) documents online via the web. Please take a moment to register. Our main registration site is listed below or you can go to the County’s website at www.grantcountynm.com, under County Administration, Free vendor registration or and click on the “BIDS/RFPS” link.

Grant County is pleased to offer a free, online vendor registration system, powered by Vendor Registry where you can view and download all Grant County Bid and most Request for Proposals (RFPs), as well as other public agencies throughout New Mexico and the States, **free of charge**. Automatic notification services and access to term contracts are also available.

We look forward to your participation!

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Grant is requesting proposals for Banking Services.

The purpose of this Request For Proposals (RFP) is to select an Offeror(s) proposal from qualified banking institutions for professional banking services related to the collection and disbursement of funds for the County, and desires to obtain the highest quality of services at the most reasonable cost.

B. VISION

The Agency's vision is to:

The County desires to contract with a banking institution that operates one or more full service branches within the city limits of Silver City, New Mexico and will give preference to banks with a main branch or home office located in New Mexico. Services would be for an initial term of one year, with the option to renew annually for up to three additional one-year terms at the County's discretion.

C. SUMMARY SCOPE OF WORK

The initial scope of work shall consist of Grant County seeking written proposals from qualified banking institutions for professional banking services related to the collection and disbursement of funds for the County, and desires to obtain the highest quality of services at the most reasonable cost. The County desires to contract with a banking institution that operates one or more full service branches within the city limits of Silver City, New Mexico and will give preference to banks with a main branch or home office located in New Mexico. Services would be for an initial term of one year, with the option to renew annually for up to three additional one-year terms at the County's discretion.

D. SCOPE OF PROCUREMENT

The Agency reserves the option of renewing the initial contract(s) on an annual basis for Three (3) additional years or any portion thereof for the purpose of providing Banking Services. In no case will the contract(s), including all renewals thereof, exceed a total of four years in duration.

E. PROCUREMENT MANAGER

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below.

Name: **JACOB ZAMORA**
Agency Name: **GRANT COUNTY MANAGER'S OFFICE**
Mailing Address: **PO BOX 898, SILVER CITY, NM 88062**
Phone Number: **575-574-0003**
Fax Number: **575-574-0073**
E-mail: **jzamora@grantcountynm.com**

All deliveries via express carrier should be addressed as follows:

Name: **JACOB ZAMORA**
Agency Name: **GRANT COUNTY MANAGER'S OFFICE**
Street Address, Zip Code: **1400 HIGHWAY 180 E., SILVER CITY, NM 88061**

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. **Offerors may contact ONLY the Procurement Manager regarding this solicitation.** Other agency employees do not have the authority to respond on behalf of the Agency.

F. DEFINITION OF TERMINOLOGY

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

"Agency" or "Purchasing Agency" means the County of Grant/Grant County.

"Chief Procurement Officer" or "CPO" means the person holding the position as the head of the central procurement office for the County of Grant whose address follows:

Procurement Department
1400 Highway 180 E.
Silver City, NM 88061

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

"Contract Administrator" means the individual designated by the Agency to administer the contract after it has been executed.

"Contractor" means a successful Offeror who enters into a binding contract.

"Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of

the procurement file.

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

"Evaluation Committee" means a body appointed by the Agency management and/or the Chief Procurement Officer to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Agency management and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

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

"Key Personnel" means the staff provided by a Contractor or a Subcontractor. Key Personnel will include at a minimum the project manager and the Offeror's company executive with the responsibility for the overall performance of the Contract. Key Personnel may appear on-site.

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

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the Agency and/or the Chief Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Professional Services" means the services of providing Banking Services.

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

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

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

G. BACKGROUND INFORMATION

The County of Grant is located in Silver City, NM.

Area: 3,968 mi²

Population: 28,609 (2015)

Financial Software: Tyler Financial – Incode Version 10

H. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. The documents listed in the Procurement Library are hereby incorporated into this RFP by reference Offerors are encouraged to review the material contained in the Procurement Library by accessing the documents from the Grant County web site at **www.grantcountynm.com**.

Other than Offeror-reproduced copies, materials cannot be removed from the library.

The library contains information listed below:

- RFP 19-01
- Addendums (If Issued)
- Other Relevant Documentation

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Date</u>
1. Issue of RFP	July 03, 2018
2. Pre-Proposal Conference	July 09, 2018
3. Acknowledgement of Receipt Form Due	July 09, 2018
4. Deadline to Submit Additional Questions	July 11, 2018
5. Response to Written Questions/RFP Amendments	July 13, 2018
6. Submission of Proposal	July 25, 2018
7. Proposal Evaluation	July 26 – July 30, 2018
8. Selection of Finalists (If Desired)	July 31 – August 01, 2018
9. Best and Final Offers from Finalists (If Desired)	August 03, 2018
10. Proposal Presentation by Finalists (If Desired)	August 06, 2018
11. Finalize Contract (If Desired)	August 7-8, 2018
12. Contract Award*	August 16, 2018
13. Protest Deadline	August 31, 2018

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the Agency and the Procurement Department.

2. Pre-Proposal Conference

A pre-proposal conference will be held on the date indicated in the Sequence of Events beginning at **11:00 A.M. Mountain Standard/Daylight Time** at the following location:

Grant County Administration Building
Commissioners Meeting Room
1400 Highway 180 E
Silver City, NM 88061

Potential Offerors are encouraged to submit written questions in advance of the

conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the pre-proposal conference.

Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.

3. Distribution List Response Due

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the "**Acknowledgement of Receipt of Request For Proposals Form**" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by **4:00 P.M.** on the date indicated in the Sequence of Events.

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

Failure to return this 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.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on the date indicated in the Sequence of Events. All written questions shall be addressed to the Procurement Manager (See Section I, Paragraph D).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on the date indicated in the Sequence of Events to all potential Offerors whose organization name appears on the procurement distribution list. An **Acknowledgement of Receipt Form** will accompany the distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by email, facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments shall be received by the Procurement Manager no later than Three (3) days after the answers and/or amendments were issued.

6. **Submission of Proposal**

ALL OFFEROR PROPOSALS SHALL BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST ON THE DATE INDICATED IN THE SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals shall be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals shall be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Banking Services** Request for Proposals. Proposals submitted by facsimile will not be accepted.

THE OFFICIAL TIME WILL BE POSTED IN THE GRANT COUNTY MANAGER'S OFFICE THE DAY OF THE RFP OPENING. THE OFFICIAL TIME MAY OR MAY NOT COINCIDE WITH CELLULAR TIME. IT IS YOUR RESPONSIBILITY TO CHECK AND SUBMIT YOUR BID ACCORDING TO THE SPECIFICATION WITHIN THE BID PACKET. NO EXCEPTIONS.

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 to competing Offerors prior to contract award.

7. **Proposal Evaluation**

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place during the dates indicated in the Sequence of Events. 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, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. **Selection of Finalists**

The Evaluation Committee will select and Procurement Manager will notify the finalist Offerors between July 31 – August 01, 2018. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the Proposal Presentations will be determined at this time.

9. **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 by the date indicated in the Sequence of Events. Best and final offers may be clarified and amended at the finalist Offeror's proposal presentation.

10. Proposal Presentation by Finalists

Finalist Offerors will be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held in the Grant County Commissioners Meeting Room of the **Grant County Administration Building, 1400 Highway 180 E., Silver City, NM 88061.** Each presentation will be limited to one (1) hour in duration. It shall be the obligation of the Offeror to effectively manage their presentation time.

11. Finalize Contract

The contract will be finalized with the most advantageous Offeror between dates indicated in the Sequence of Events. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management, if applicable, and the signed contract; the Chief Procurement Officer will award the contract on the date indicated in the Sequence of Events. This date is subject to change at the discretion of the Chief Procurement Officer.

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

The award may be subject to additional appropriate governmental approvals, if applicable.

13. Protest Deadline

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business fifteen (15) days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Chief Procurement Officer.

Chief Procurement Officer
1400 Highway 180 E
Silver City, NM 88061

Protests received after the deadline will not be accepted.

C. **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the procurement regulations, procurement policies and procedures, New Mexico Procurement Code (13-1-28 NMSA 1978).

1. **Acceptance of Conditions Governing the Procurement**

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

3. **Prime Contractor Responsibility**

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.

4. **Subcontractors**

Use of subcontractors shall be clearly explained in the proposal, and major subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. **Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals shall be complete replacements for a previously submitted proposal and shall be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. **Offerors' Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror shall submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with New Mexico Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. 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 Chief Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

sending written notice to the contractor. The 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 concerns shall be promptly brought to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

Only information supplied by the Agency in writing 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 the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

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

The Agency will consider wording changes to Appendix B, Paragraph 2, Scope of Work, Duties and Responsibilities only. Offerors shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors shall submit with the proposal a complete set of any additional terms and conditions which they intend to have included in a contract with the Agency. The Agency is under no obligation to accept any additional terms and conditions.

17. Contract Negotiations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in this RFP. (See Section I, Paragraph F)

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Agency Rights

The Agency reserves the right to accept all or a portion of an Offeror's proposal. In addition, the Agency reserves the right to purchase professional services from authorized price agreements or in accordance with applicable provisions procurement regulations.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors and contractors shall 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 or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to the RFP may be retrieved by the Offerors, at

their expense, after the expiration of the protest period with the following exception. One complete copy of the selected Offeror's proposal including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. Those documents will become the property of the County of Grant.

24. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror shall have a valid e-mail address to receive this correspondence.

25. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Procurement Manager, the version maintained by the Procurement Manager shall govern.

26. Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix E). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter Of Transmittal such as "subject to successful negotiation" or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.

27. Campaign Contribution Disclosure Form

Each proposal shall be accompanied by a completed Campaign Contribution Disclosure Form (Please Refer to Appendix F).

28. Insurance Requirements

Until final acceptance by the Owner of the work covered by the contract, the Contractor shall procure and maintain at its own expense insurance of the kinds described herein. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the contract, whether performed by the Contractor, his agents or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors therefrom.

1. Commercial General Liability: Contractor shall maintain commercial general liability (including auto liability) and errors and omissions (professional liability) insurance with limits of liability of at least \$1,000,000.00, with Owner listed as an

additional named insured under the policy.

2. Workers' Compensation and Employers' Liability Insurance: Contractor shall maintain in full force at all times workers' compensation insurance meeting statutory obligations, with Owner listed as an additional named insured under the policy.

3. Cancellation: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Owner. The Contractor shall also notify the Owner of such cancellation in writing within thirty (15) days of receiving notice of such cancellation.

4. Certificates of Insurance: The Contractor shall furnish to the Owner a copy of the Certificates for all insurance required herein, specifically setting forth evidence of all coverage. The Contractor shall provide to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

5. Owner's Liability: The Owner will assume liability for the perils of fire, lighting, extended coverage as called for, and in addition will provide coverage for vandalism and malicious mischief (Builder's Risk Insurance). The Owner's insurance is subject to a deductible on all losses. The Contractor shall assume liability for the deductible and for glass breakage.

(Intentionally left Blank)

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall provide one original and Four (4) identical copies of their proposal.

Electronic, E-Mailed, Faxed, etc proposals **WILL NOT** be accepted.

Proposals shall be a maximum of 50 (fifty) pages, not including cover/title page or proposal forms.

All of the original binders shall be stamped "original".

C. PROPOSAL FORMAT AND ORGANIZATION

SPECIFIC CONDITIONS

1. Proposals shall be received by Wednesday, July 25, 2018 at 3:00 p.m. Mountain Time. Late proposals will not be allowed.
2. The initial term of this professional services contract is for the period of one (1) year. The contract may be extended annually thereafter for up to three (3) additional one (1) year terms. Total contract may not exceed four (4) years. This is subject to County and/or Commission approval, formal yearly reviews demonstrating satisfactory performance, and annual negotiation of scope of work and cost. Renewals will usually occur automatically, unless written notification is requested, or upon either party submitting written intent of non-renewal.

FORMAT OF PROPOSALS

1. Proposal Organization: The proposal **MUST** be organized and indexed in the following format and **MUST** contain, as a minimum, all listed items in the sequence indicated.
 - a) Letter of Transmittal
 - b) Table of Contents
 - c) Proposal Summary (Optional)
 - d) Response to Specifications
 - f) Response to Agency Terms and Conditions
 - g) Offeror's Additional Terms and Conditions (Optional)
 - h) Proposal Forms
 - i) Other material (Optional)
2. The Bank shall provide, at a minimum, the following online banking services:
 - a) Daily/current balances for all accounts

- b) Daily account activity with detail
- c) History query for at least 90 days
- d) Access to online statements
- e) Viewable instruments (cancelled checks & deposit slips)
- f) Fund transfers between Grant County accounts with verification
- g) "Send a File" for bi-monthly payroll files
- h) Wire transfers
- i) ACH payments
- j) ACH receipts

3. The bank shall be available to provide on-site training, if requested, to the Grant County Manager's Office and Treasurer's Office employees for all online banking services.

4. Purchasing Cards to include the use of, costs, quantity that can be issued, etc. (Optional to the County)

AGENCY TERMS AND CONDITIONS

1. The bank shall have a local contact person(s) to assist with any concerns. Provide information regarding who this person(s) will be.

2. The County shall have the ability to check all accounts on-line 24-hours a day/7 days a week. Describe online account accessibility.

3. The ability to send wire transfers is a requirement. Describe method and policy for sending wires.

4. The ability to receive ACH payments and have back up information provided is required. Describe how this requirement will be met.

5. The County requires immediate notification if an error appears in a deposit. Detail the process for identification and notification regarding deposit errors.

6. It is required that images of checks for all bank statements (CD or online) be available electronically and that checks have front and back images. State if this requirement can be met.

7. Provide detailed information regarding all fees the County may be subject to, including but not limited to NSF fees, stop payments, fees for wiring funds, monthly bank fee, account analysis, checks, deposit slips, endorsement stamps, etc. Indicate if any fees normally charged for similar accounts will be waived for Grant County.

8. List what the interest rate percentage will be on the County's Main checking account as well as on other interest bearing accounts.

9. Bank must be capable of handling direct deposits for payroll. Please describe the process for direct deposits and include a description of the file format for direct deposit.

Also include file format for bank drafts

10. Describe how collateral will be handled on all accounts.
11. The County requires the cut- off date on accounts to be the end of the month. Explain ability to comply with this requirement.
12. Certain County accounts, such as CDBG and Inmate accounts, cannot earn interest. Provide a response as to how compliance with this will be accomplished.
13. Provide detailed information regarding “Positive Pay”, “Cash Management System” and “Remote Capture”.
14. State how long the time frame is to get deposit slips with routing numbers.
15. Describe the methodology for online banking security, online access for Grant County Treasurer’s office employees, payroll file transmission, wire transfers as well as any other function required by the County listed in the necessary services.
16. Include any other items you feel may be of importance regarding these services.

ADDITIONAL INFORMATION

Following is a list of Grant County Accounts:

1. Interest Bearing Accounts:

Dos Griegos maintenance account
Debt Service Cost of Issuance

2. Non-Interest Bearing Accounts:

General Fund
Debt Service-Hold Harmless
IRS tax deposits/payments
North Hurley Sewer System
P-Cards
Warrant Account (zero balance account).

3. Financial Stability

Offerors shall submit with their proposal an independently audited financial statement from the most recent year, as well as those for the preceding year if they exist. The submission shall include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Offeror, the Offeror shall state the reason and, instead, submit sufficient information (e.g. D & B Report, unaudited financial reports, bank statements) to enable the Evaluation Committee to determine the financial stability of the Offeror. Offerors shall provide additional financial documents upon request by the Procurement Manager.

4. Resident Business Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive 5% (50 Points). The Offeror's proposal must contain a copy of the Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

5. Resident Veterans Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran may submit a completed Resident Veterans Preference Certificate in the proposal. The resident veteran shall receive up to 10% (100 Points). The Offeror's proposal must contain a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each.

<u>FACTOR</u>	<u>POINTS AVAILABLE</u>
1. Capacity and Capability	500 Possible Points
2. Past Record of Performance	150 Possible Points
3. Conversion Plan	150 Possible Points
4. Cost	200 Possible Points

ADDITIONAL OPTIONAL POINTS

Points will be awarded based on Offerors ability to provide a copy of a current Resident Business Certificate OR Resident Veterans Certificate

5. Resident Business Preference	50
6. Resident Veterans Preference	100

TOTAL POINTS POSSIBLE	1150
------------------------------	-------------

B. EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

The proposals submitted in response to this request will be evaluated by a selection committee. The County will initially evaluate the qualifications of firms submitting proposals based on, but not limited to, the following criteria as well as the response to items requested under “Content and Format of Proposals” section of this RFP:

Criteria:

1. Capacity and Capability 500 Possible Points

Information regarding past capability to perform services similar to scope of work herein. Includes location and convenience, ability to offer PC banking services, types and level of services offered and financial strength and capacity of the institution. Indicate key personnel to be assigned to County accounts, their specific roles, experience, and background.

2. Past Record of Performance 150 Possible Points

Prior performance history, demonstrated expertise, and ability to perform in all areas of the requested services. Shall provide list of at least three (3)

references with similar accounts, including phone number, address and a contact person.

3. Conversion Plan 150 Possible Points

The vendor shall provide detailed plan for conversion from the County’s existing account. Plan shall include a timeline and detail of key personnel.

4. Cost 200 Possible Points

Provide detailed cost for services, aggregate total net banking service cost per identified activity.

$$\text{Offeror's Points} = \frac{\text{Lowest Annual Proposed Cost}}{\text{This Offeror's Annual Proposed Cost}} \times 200$$

Total Possible Points: 1000

Additional Possible Points:

5. Resident Business Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive 5% (50 Points). The Offeror’s proposal must contain a copy of the Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

6. Resident Veterans Preference

Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran may submit a completed Resident Veterans Preference Certificate in the proposal. The resident veteran shall receive up to 10% (100 Points). The Offeror’s proposal must contain a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

Failure to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive.

C. Evaluation Process

The evaluation process will follow the steps listed below:

- 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 as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for non-selection regardless of overall score.

APPENDIX A

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

BANKING SERVICES

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **4:00 P.M. on July 09, 2018**. 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 Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Jacob Zamora
Grant County
1400 Highway 180 E., Silver City, NM 88061
575-574-0003
575-574-0073
jzamora@grantcountynm.com

APPENDIX B

Contract Terms and Conditions

[Governmental Entity Name]
PROFESSIONAL SERVICES CONTRACT
FOR
[RFP Title]

THIS AGREEMENT is made and entered into by and between the [insert Purchasing Agency Name] [Governmental Entity Name], herein after referred to as the "Purchasing Agency", and [insert contractor name] herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- a. "Contract Administrator" means the individual designated by the Purchasing Agency to administer the contract after it has been executed. The Contract Administrator shall be [Name or Title].
- b. "Project Manager" means the individual assigned by the Purchasing Agency to manage the project and administer this Agreement. The Project Manager shall be [Name or Title].
- c. "Project Plan" means a document approved by the Project Manager which includes a list of tasks to be performed and the time frame for the completion of each task. All work under this Agreement shall be performed in accordance with the approved Project Plan.

2. Scope of Work:

[insert detail statement of work including deliverables]

Duties and Responsibilities:

[insert Contractor duties and responsibilities]

[insert Purchasing Agency duties and responsibilities]

Additional Information:

The following listed contractor supplied personnel shall perform services under this agreement:

[insert the names of contractor personnel and consultant classification from the contractor's proposal]

3. Work Environment

[insert location and facilities that will be used in the performance of the scope of work. List all Purchasing agency supplied resources and facilities including computer resources to be used, if any]

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

a. Acceptance -The Purchasing Agency shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or deliverables have been accepted in writing by the Contract Administrator.. Unless otherwise agreed upon between the Purchasing Agency and the Contractor, within _____() days from the date the Purchasing Agency receives written notice from the Contractor that payment is requested for services, the [Contract Administrator or Project Manager] shall issue a written certification of complete or partial acceptance or rejection of the services or deliverables. Upon certification that the services or deliverables have been received and accepted, payment shall be tendered to the Contractor within _____() days after the date of certification. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

b. Rates - The contractor agrees to perform billable work at the following rate(s) of per hour.

Service Category	Rate Per Hour On-Site	Rate Per Hour off-Site
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

c. Compensation - The total compensation under this Agreement will not exceed [insert \$]. The Contractor shall not be reimbursed for any travel or per diem expenses. All other expenses shall be approved by the Project Manager before they are incurred. Travel time is not billable.

d. Payment of Invoice - Payment shall be made monthly upon the receipt and acceptance of an invoice and a detailed time log of work performed. The time log shall indicate the on-site and off-site service hours performed by date, deliverable and the name of the individual performing the services. Payment will be made to the Contractor's designated mailing address.

e. Payment of 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).

f. Invoices – Invoices and time logs shall be submitted to the Contract Administrator.

g. Facilities and Equipment - The Purchasing Agency shall provide Contractor personnel with reasonable office work space and facilities including access to a local telephone service, copy machine usage and office supplies. The Contractor shall provide Contractor personnel with any required personal computer equipment and software and shall reimburse the Purchasing Agency for all long distance telephone calls charged to the Purchasing Agency. **[insert any additional provisions]**

5. Term

This Agreement shall begin on date approved by the **[insert governing authority name]** and end on **[insert date]**. **[insert renewal options from RFP here, if any]**. This Agreement including all extensions and renewals shall not exceed **[number]** calendar years in duration.

6. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least **[insert number of days]** days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE INS SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

7. Status of Contractor

The Contractor, and his agents and employees, are independent contractors performing professional services for the Purchasing Agency and are not employees of the **[Governing Entity Name]**. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of government vehicles, or any other benefits afforded to employees of the **[Governing Entity Name]** as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

8. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the Purchasing Agency and the **[Governing Entity Name]**.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Contract Administrator. The following subcontractor(s) have been approved to supply resources for this Agreement **[redacted]**.

10. Records of Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Purchasing Agency, [Governing Entity Name], and appropriate federal authorities. The Purchasing Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Purchasing Agency to recover excessive or illegal payments.

11. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Purchasing Agency to the Contractor. The Purchasing Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Purchasing Agency, its officers and employees, and the [Governing Entity Name] from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the [Governing Entity Name], unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. Confidentiality

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

14. Product of Service: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the [Governing Entity Name] and shall be delivered to Purchasing Agency 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. The original and one copy of all materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Project Manager at conclusion of the Agreement.

[Note: The following paragraph is for software development contracts only]

The source code to any custom-developed software under this Agreement shall become the property of the [Governing Entity Name] and shall be delivered to the Project Manager on media of the Project Manager's choice no later than the termination date of this Agreement.

15. Conflict of Interest

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

16. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. The parties to this contract include the Purchasing Agency, the Contractor, the Chief Procurement Officer and [List additional parties, if any].

17. Approval of Contractor Personnel

Once work has started, no changes of personnel will be made by the contractor without the prior written consent of the Contract Administrator. Replacement of any contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

The Purchasing Agency shall retain the right to require or request the removal of any of the Contractor's personnel at any time.

18. Scope of Agreement

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 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State [State Name], pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the Governor of the State of [State Name], the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, 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 Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

20. Indemnification

The Contractor shall hold the [Governing Entity Name] and its agencies and employees harmless and shall indemnify the [Governing Entity Name] and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Purchasing Agency, its officers or employees.

21. Applicable Law

This Agreement shall be governed by the laws of the State of [State Name]. Proper venue for legal action regarding this agreement shall be in the county of [County Name].

22. Limitation of Liability

The Contractor's liability to the Purchasing Agency for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of the Purchasing Agency's claim. The foregoing limitation does not apply to Paragraph 20 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

23. Incorporation by Reference and Precedence

This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and Purchasing Agency response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including exhibits thereto, if any; (3) the Contractor's Best and Final Offer; (4) the Request for Proposals, including appendices thereto including any documents incorporated by reference and written responses to questions and written clarifications and (5) the Contractor's proposal submitted in response to the Request for Proposals.

24. Warranties

The Contractor warrants that all services provided under this Agreement will be free from defects. The warranty period for services will be for a period of six (6) months after the acceptance of the deliverable. Warranty work will be performed at the Contractor's expense.

25. Project Reporting

The Contractor will provide periodic status reports to the Project Manager. Status reports will include as a minimum a discussion of project progress, problems encountered and recommended solutions, identification of policy or management questions, and requested

project plan adjustments.

26. 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 Purchasing Agency.

27 Insurance [Insert Evidence of Insurance Requirements, if any]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by [Governing Authority], below.

[Governing Entity Name]
[insert Purchasing Agency's name])

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this _____ day of _____, 2018.

Gerald W. Billings Jr., Chairman

Alicia Edwards, Vice Chair

Gabriel Ramos, Member

Brett Kasten, Member

Harry Browne, Member

ATTEST:

Marisa Castrillo, County Clerk

[SEAL]

APPENDIX C

ADDITIONAL FORMS

(FOUR (4) FORMS)

APPENDIX C

REQUEST FOR TAXPAYER INFORMATION AND CERTIFICATION

(In Lieu of IRS Form W-9)

Please complete or make changes to following information:

Vendor Name: _____

Street Address: _____

Mailing Address: _____

City, State Zip: _____

Telephone Number: _____ Fax Number: _____

Representative: _____

Type of Organization (Check One): Single Partnership Corporation

Government Medical Provider

Federal Tax ID No. or Social Security No.: _____

New Mexico CRS Number (if applicable): _____

Is your firm designated as a non-profit organization? _____ Yes _____ No

Is your firm exempt from income tax? _____ Yes _____ No

Is your firm a dealer of retail or
Provide a service for which you furnish parts? _____ Yes _____ No

Payment Terms: The County of Grant pays net within 30 days of receipt of invoice unless otherwise stated below:

Certification - Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition of abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions: You must cross out item two (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your return.

Certification Instructions: You must cross out item two (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your return.

Signature: _____ Title: _____

APPENDIX C
NON-COLLUSION AFFIDAVIT

STATE OF _____)

County OF _____)

_____ (name) being first duly sworn, deposes and says that
he/she is (title) _____ of (organization)

who submits herewith to the County of Grant, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Grant, or of any Proposer of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said Proposer:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Grant, or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

By: _____

Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this Proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

APPENDIX D

MANDATORY REQUIREMENTS CHECKLIST

Note: This appendix is completed from the specifications section of the RFP.

Yes / No	<p><u>Letter of Transmittal</u></p> <p>Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix E). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter Of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.</p>
Yes / No	<p><u>Number of Copies</u></p> <p>Offerors shall provide the following to the location listed below on or before the closing date and time for receipt of proposals:</p> <p>One (1) original and four (4) identical copies of their proposal;</p> <p>The original binders shall be marked “ORIGINAL”.</p>
Yes / No	<p><u>PROPOSAL FORMAT AND ORGANIZATION</u></p> <p>All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.</p> <p>1. Proposal Organization: The proposal MUST be organized and indexed in the following format and MUST contain, as a minimum, all listed items in the sequence indicated.</p> <ul style="list-style-type: none"> a) Letter of Transmittal b) Table of Contents c) Proposal Summary (Optional) d) Response to Specifications f) Response to Agency Terms and Conditions g) Offeror's Additional Terms and Conditions (Optional) h) Proposal Forms (Appendix's) i) Other material (Optional) <p>Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal.</p> <p>Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.</p> <p>The proposal summary may be included by Offerors to provide the Evaluation</p>

	Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.
	<i>SPECIFICATIONS</i> <i>(Mandatory)</i> Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.
Yes / No	1. Capacity and Capability
Yes / No	2. Past Record of Performance
Yes / No	3. Conversion Plan
Yes / No	4. Cost
Yes / No	5. Resident Business Preference
Yes / No	6. Resident Veterans Preference
Yes / No	
Yes / No	

APPENDIX E
LETTER OF TRANSMITTAL FORM

The failure to properly complete all of the items in this form will result in the disqualification of the proposal.

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

2: Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization (s) to contractually obligate the organization (s). **(Proposed Contractor)**

Name _____
Title _____
Telephone Number: _____ Fax Number: _____
Email Address: _____

3. For the person (s) to be contacted for clarifications:

Name _____
Title _____
Telephone Number: _____ Fax Number: _____
E-Mail Address _____

4. List Proposed Subcontractors: _____

On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph 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.

I agree that this proposal is binding and firm for a period of ninety (90) days after the due date for receipt of proposals.

_____, 20____
Name: (Type Name)

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

APPENDIX F

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a

competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)