



**CITY OF RATON  
REQUEST FOR PROPOSALS  
No. 2023-02-09**

**BANKING SERVICES**

**Proposals Due: March 7, 2023 at 5pm**

## INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of banking services for the next five years, beginning April 1, 2023 through March 31, 2028. The City intends to minimize banking cost, improve operational efficiency, and maximize its investment and return capabilities.

### B. BACKGROUND INFORMATION

The City desires to select a “primary” financial institution where the General Fund and other operating accounts will be located. Funds available for investment will be placed as per NMSA 1978, Section 6-10-36 governing distribution of public money.

The City of Raton was incorporated in 1891. It operates under a Commission Manager form of government. The Raton City Commission consists of five members elected by the voters. Municipal services include the usual governmental functions of police, dispatch, animal control, fire, public works, swimming pool, public library and solid waste. Raton Water Works and Raton Public Service are operated by utility franchises and are both governed by separate utility boards. All three entities currently maintain a total of twenty-eight (28) bank accounts with the approximate average daily balances for each account as outlined below:

	Account Description	Notes	Interest Bearing		Aprox Avg. Daily Balance	Statement Cycle
			Yes	No		
1	COR General Fund		*		\$3,700,000	Monthly
2	COR Special Revenue		*		\$2,500,000	Monthly
3	COR Capital Projects		*		\$800,000	Monthly
4	COR GRT Pool/Rec Ctr Fund		*		\$985,000	Monthly
5	COR WWTP USDA Loan P&I		*		\$900,000	Monthly
6	COR WWTP USDA Loan Reserve		*		\$310,000	Monthly
7	COR Filter Plant P&I Acct		*		\$51,000	Monthly
8	COR Filter Plant Reserve		*		\$59,000	Monthly
9	COR Solid Waste Enterprise Fund		*		\$495,000	Monthly
10	COR Landfill Assurance Fund		*		\$552,000	Monthly
11	COR Payroll Clearing Fund	basically a wash acct for payroll		*	\$2,000	Monthly
12	COR Municipal Court Fund		*		\$5,000	Monthly
13	COR Municipal Court Bond Fund		*		\$3,800	Monthly
14	COR Trust & Agency Fund		*		\$10,000	Monthly
15	RWW Operating Fund		*		\$250,000	Monthly
16	RWW Meter Deposit Fund		*		\$65,000	Monthly
17	RWW Capital Fund		*		\$450,000	Monthly
18	RWW SGRT Fund		*		\$1,000,000	Monthly
19	RPS Gross Income Fund		*		\$500,000	Monthly
20	RPS General Fund		*		\$400,000	Monthly
21	RPS Settlement Account		*		\$77,000	Monthly
22	RPS Meter Account		*		\$200,000	Monthly
23	RPS Capital Improvement Acct		*		\$2,200,000	Monthly
24	RPS Debt Service		*		\$500,000	Monthly
25	RPS Operation Reserve Fund		*		\$210,000	Monthly
26	RPS Reserve for Annual Overhaul		*		\$300,000	Monthly
27	RPS American Rescue Plan Act	Temporary Acct - Solar Array	*		\$700,000	Monthly
28	RPS Payroll	basically a wash acct for payroll		*	\$600	Monthly

\$17,225,400

## **C. SCOPE OF WORK/GENERAL STATEMENT OF BANKING SERVICES REQUIRED**

1. The banking services described in this RFP are directed toward five major goals:

- The safety and liquidity of City funds;
- Maximum potential for interest earnings on operational funds;
- The efficient utilization of available banking services;
- The responsiveness and ability to provide high-quality banking services;
- Minimization of banking costs for the City.

2. Collateral:

The City requires a depository that is fiscally strong and able to provide the required services on an uninterrupted basis. Public money may be deposited in the following institutions: banks, savings and loan associations, or credit unions. The institution must be insured by an agency of the United States (F.D.I.C., F.S.L.I.C, N.C.U.A.), designated to receive public money, able to deposit collateral security, and located within the city limits. Brokerage (investment) companies are not designated as financial institutions unless the population of the city exceeds 65,000 and the manager of the brokerage company manages at least \$1,000,000. The financial institution must provide pledged collateral, at a minimum, for 50% of the deposit amount in excess of the deposit insurance but may propose a higher percentage. The types of collateral allowed are limited to direct obligations of the United States Government, all bonds issued by any agency, school district or political subdivision of the State of New Mexico, securities, including student loans, that are guaranteed by the United States or the State of New Mexico, revenue bonds that are underwritten by a member of the financial industry regulatory authority, known as FINRA, and are rate BAA or above by a nationally recognized bond rating service, or letter of credit issued by a federal home loan bank.

3. Internet Banking Capabilities to include the following:

- a. User maintenance & administration, including password reset
- b. Domestic wire and stop payment capabilities
- c. ACH initiation and receiving, including bi-weekly payroll initiation of approximately 117 employee “direct deposits”. In addition, Raton Public Service processes their own payroll bi-monthly and initiates “direct deposits “ for 18 employees.
- d. ACH Federal Tax Payments
- e. Positive Pay monitoring and reconciliation
- f. The Offeror is also expected to provide monthly online bank statements for all accounts. In addition, the Offeror will provide online check image retrieval at no cost. Image retrieval capabilities must include front and back imaging for all checks.
- g. Electronic Wire Payments
- h. Electronic scanner deposits
- i. ACH for utility customer payments – for aprox. 700 customers currently generated through online banking

4. Other Deposit Services to include the following:
  - a. The Offeror must receive and count all cash delivered to the bank, and provide coins and currency as necessary.
  - b. The Offeror must be able to process split deposits for Raton Public Service and Raton Water Works or provide alternative options.
  - c. Offeror must provide requested amounts of stationary items to conduct City business including, but not limited to, bank lock bags, deposit slips, check stock, endorsement stamps, etc.
  - d. The Offeror shall credit the account with the amounts shown on deposit tickets and make separate adjusting entries if deposited items vary. The Offeror shall disclose, in writing, of any overage or shortage, to include identification of adjustment within 48 hours.
  - e. The Offeror shall automatically forward all NSF checks as directed by the City, Raton Water Works or Raton Public Service. All other return items not subject to redeposit shall be posted the appropriate account and returned to the appropriate entity. These transactions must be clearly designated on the appropriate statements.

5. Other Services the City may wish to consider:

- a. Merchant card services. Raton Water Works is currently the only entity set up to accept credit cards/e-checks through Global Payments Integrated/Open Edge. The City of Raton and Raton Public Service are not currently set up to offer these services to customers.
- b. P-Cards/Integrated Payables. The City of Raton, RWW and RPS use an accounting software package INCODE from Tyler Technologies.

6. Fees

The City reserves the right to utilize a fee or compensating balance basis (or a combination thereof) for payment services under the contract. The City also reserves the right to change the payment methodology during the contract period upon no less than ten (10) days written notice (via email) to the Offeror with the change commencing on the first of the next following month. **See page 17 of RFP for further instructions on submission of a cost proposal for rates and fees.**

**D. PROCUREMENT MANAGER**

1. The City of Raton has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below.

Name: Michael Anne Antonucci, Treasurer/Procurement Manager  
Address: P.O. Box 910, 224 Savage Avenue  
Telephone: (575) 445-9551  
Fax: (575) 445-3398  
Email: [mantonucci@cityofraton.com](mailto:mantonucci@cityofraton.com)

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact only the Procurement Manager regarding this procurement. Evaluation Committee members do not have the authority to respond on behalf of the City of Raton.

Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the Procurement Manager. The protest shall be submitted in writing within fifteen calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests of the solicitation or award must be delivered by mail to the Procurement Manager. Only protests delivered directly to the Procurement Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered.

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

Action	Responsible Party	Due Dates
1. Issue RFP	City of Raton	2-9-23
2. Distribution List	City of Raton	2-21-23
3. Deadline to Submit Questions	Potential Offerors	2-24-23
4. Response to Written Questions	Procurement Manager	2-27-23
<b>5. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>3-7-23</b>
6. Proposal Evaluation	Evaluation Committee	3-9-23
7. Finalize Contractual Agreements	City of Raton/Finalist Offerors	3-23-23
8. Contract Awards	City Commission	3-28-23
9. Protest Deadline	Procurement Manager	T+15 days

### B. EXPLANATION OF EVENTS

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

#### 1. Issuance of RFP

This RFP is being issued on behalf of the City of Raton on February 9, 2023.

#### 2. Acknowledgement of Receipt

Potential Offerors should return by hand delivery, faxing, emailing or sending regular mail the "Acknowledgement of Receipt of Request for Proposals Form"

that accompanies this document (Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 5:00 pm MST on **February 21, 2023**.

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

**3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 p.m. MST on February 24, 2023 as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other documents which form the basis of question.

**4. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms before the deadline. Additional copies will be posted to: [www.ratonNm.gov](http://www.ratonNm.gov)

**5. Submission of Proposal**

All proposals must be received by the City no later than the date and time specified. Proposals received after the deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be hand delivered or mailed to:

City of Raton  
Office of the City Clerk  
Attn: Michael Anne Antonucci, Procurement Mgt  
224 Savage Avenue, P.O. Box 910  
Raton NM 87740  
575-445-9551

Offeror must submit 1 original and (5) copies of its proposal in a sealed envelope or container labeled on the outside to clearly indicate that they are in response to the City of Raton Banking Services RFP#2023-02-09. Submittals are due by 5p.m., Tuesday, March 7, 2023 in the office of the City Clerk.

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals submitted by facsimile, or other electronic means will not be accepted.

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

## **6. Proposal Evaluation**

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

## **7. Finalize Contractual Agreements**

Any Contractual agreement resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II.A. Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the City of Raton. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the City of Raton reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **8. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the City of Raton.

The contract shall be awarded to the Offeror whose proposal is the most advantageous to the City of Raton, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate City Commission approval.

## **9. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 13-1-172 and applicable procurement regulations. Only protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM MST on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Michael Anne Antonucci, Procurement Manager  
P.O. Box 910, 224 Savage Avenue  
Raton NM 87740

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

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

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

### **2. Incurring Cost**

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

### **3. Prime Contractor Responsibility**

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

#### **4. Subcontractors/Consent**

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

#### **5. Amended Proposals**

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

#### **6. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipts of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipts of the proposals is governed by the applicable procurement regulations.

#### **7. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

#### **8. Disclosure of Proposal Contents**

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
  1. Confidential financial information concerning the Offeror's organization;

2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 57-3A-1 to 57-3A-7
3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

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

#### **9. No Obligation**

This RFP in no manner obligates the City of Raton to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

#### **10. Termination**

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

#### **11. Sufficient Appropriation**

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

#### **12. Legal Review**

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

#### **13. Governing Law**

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

#### **14. Basis for Proposal**

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

#### **15. Contract Terms and Conditions**

The Contract between an agency and a contractor will follow the format specified by the Agency. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated in to and become part of any resultant contract.

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

Should an Offeror object to any of the terms and conditions as set forth in the RFP strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

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

#### **17. Contract Deviations**

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

#### **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal

of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, 13-1-83 and 13-1-85.

**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 the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

**20. Change in Contractor Representatives**

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

**21. Notice of Penalties**

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

**22. Agency Rights**

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

**23. Right to Publish**

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

**24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the City of Raton.

## **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency. The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

## **26. Electronic mail address required**

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

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

## **28. Campaign Contribution Disclosure Form**

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

## **29. Letter of Transmittal**

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in Appendix C which must be completed and signed by an individual person authorized to obligate the company.

## **30. Disclosure Regarding Responsibility**

A. Any prospective Contract and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. Violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. Is presently indicted for, or otherwise criminally or civilly charge by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Procurement Manager or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to finish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any contract, the Contractor is indicted for other otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice the City of Raton. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to the other remedies available to the Government, the City of Raton Purchasing Agent may terminate the involved contract for cause. Still further the City of Raton Purchasing Agent may suspend or debar the Contractor from eligibility for future solicitation until such time as the matter is resolved to the satisfaction of the City of Raton Purchasing Agent.

**31. Resident Business, Native American Resident Business, Resident Veteran or Native American Resident Veteran Preferences:**

To be awarded additional preference points, Offerors must include a valid copy of their Certificate issued by New Mexico Tax and Revenue. Any business wishing to receive one of these preferences must provide proper documentation. For more information, visit:

<https://www.tax.newmexico.gov/businesses/business-preference-certification/>

**32. Conflict of Interest: Governmental Conduct Act**

The Offeror warrants that it 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 the Agreement. The Offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18. NMSA 178, regarding contracting with a public officer or state employee or former state employee have been followed. The Conflict of Interest Certification form (Appendix D) must be included with proposal.

### **III. RESPONSE FORMAT AND ORGANIZATION**

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

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

#### **B. NUMBER OF COPIES - SUBMITTED HARD COPIES**

Offerors shall mail or deliver One (1) original and five (5) copies of the proposal to the Procurement Manager in the manner and location specified on page 3 on or before the closing date and time for receipt of proposals.

#### **C. PROPOSAL FORMAT**

1. All proposals shall be limited to fifty (50) pages, with exception to professional licenses and certifications which shall be added as appendices. The document shall be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.). Proposals shall be placed within a binder with tabs delineating each section.
2. The Proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
  - a. Cover letter
  - b. Table of Contents
  - c. Response to Evaluation Criteria
  - d. Other Supporting or resource material
  - e. Include Appendix B, Campaign Contribution Disclosure Form
  - f. Include Appendix C, Letter of Transmittal Form
  - g. Include Appendix D Conflict of Interest Certification
  - h. Copy of New Mexico Resident Business, New Mexico Native American Resident Business, New Mexico Resident Veteran Business, New Mexico Native American Resident Veteran Business Certificate (if applicable)
  - i. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

#### **D. EVALUATION CRITERIA**

A brief explanation of each specific evaluation criteria is listed below. Offerors must respond to the evaluation criteria, providing the required responses, documentation and assurances, and completing all forms attached. In the Offeror's response to the evaluation criteria, the elements of the Scope of Work are to be included and discussed. Offerors are encouraged to fully address each criterion completely, as points are assigned for responses to each.

1. Introduction
  - Provide an overview of the organization, particularly highlighting the strengths, effectiveness, and operational experience.
  - Describe compliance with any relevant regulations, licensing and accreditations.
  - Provide a brief history of your bank and of the services, offered.
  
2. Professional Competence and Specialized Experience
  - Provide information about the Offeror's specific professional experience in providing banking services, such as the ones required by the City.
  - Describe the experience of the organization to perform the work required as per the scope of work of this RFP.
  - Briefly summarize your firm's competitive advantage in the banking services industry.
  - Outline your staffing levels and staffing mix; identify the key personnel who will be assigned and describe their experience, qualifications and expertise. Provide resumes, licenses and certifications for each person.
  - Provide a minimum of 3 references including contact information.
  - Please describe contingency plans in the event of a natural disaster, fire or act of terrorism.
  - Do you have a physically separate back-up system? How do you minimize system down time?
  - Demonstrate the creditworthiness and total stability of your bank.
  
3. Evidence of Understanding Scope of Work
  - Provide a clear and concise description of the organization's current systems to meet all the tasks described in the Scope of Work.
  - Address all requirements within the RFP; evaluators will consider the quality and thoroughness of the bank's response to the City's needs.
  
4. Past Performance
  - Provide descriptions of current contracts with similar services being provided by your organization, including: a) name of individual or company, b) address of individual or company, c) name of contact person, d) telephone number of contact person; and e) type of services provided and service dates.
  - Specify how long you have been in business, the vision or mission of the organization, the target population and any major programmatic changes which have occurred in the last two years.

E. **COST PROPOSAL (One original in a separate, sealed envelope)**

The Offeror must submit a list of the proposed rates and fees that provides a basis for billing. Describe the proposed interest rate and how it is computed on all accounts. The cost proposal is information for the City and a basis for opening negotiations with the successful Offeror.

**V. EVALUATION**

**A. EVALUATION FACTORS AND POINT SUMMARY**

Proposals will be evaluated based on the content and substance of the Offeror’s response to each evaluation factor and assigned a numerical score not to exceed the maximum allowed score for the factor. The amount of discussion for each factor is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

Selection criteria will be applied in the following order of importance:

1. Introduction	15
2. Professional Competence and Specialized Experience	25
3. Evidence of Understanding Scope of Work	50
4. Past Performance	10
5. Letter of Transmittal	Pass/Fail
6. Signed Campaign Contribution Disclosure Form	Pass/Fail
7. Conflict of Interest Certification Form	Pass/Fail
Total	<hr/> 100 points

**Additional Eligible Points based on Statutory values:**

NM Preference – Resident Business or Native American Resident Business Points (8%)	8 pts
NM Preference – Resident Veteran or Native American Resident Veteran Business Points (10%)	10 pts

Additional points will be awarded based on Offerors ability to provide a copy of a valid Certificate issued by the NM Taxation and Revenue Department for the applicable preference. A public body shall not award a business both a resident business preference and a resident veteran business preference or a Native American resident business preference and a Native American resident veteran business preference.

**B. EVALUATION PROCESS AND AWARD OF CONTRACT**

1. All offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee will review and evaluation.
4. The responsible Offeror whose proposal is most advantageous to the City of Raton taking into consideration the evaluation factors will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. After initial ranking of the proposals, at the City’s option, the City may decide to interview the top three (3) ranked Offerors to develop final rankings based on the proposals as final.

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

**APPENDIX A**

**REQUEST FOR PROPOSAL  
Banking Services No. 2023-02-09**

**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 D.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00 pm MST on February 21, 2023. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

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

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

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

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

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

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

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

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

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

Michael Anne Antonucci, Procurement Manager  
P.O. Box 910, 224 Savage Avenue  
Raton, NM 87740  
Telephone: (575) 445-9551  
Fax: (575) 445-3398  
Email: [mantonucci@cityofraton.com](mailto:mantonucci@cityofraton.com)

**APPENDIX B**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, 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 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 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 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 Officials(s) if any:**

- Mayor – James Neil Segotta
- Mayor Pro Tem – Linde Schuster
- Commissioner – Ronald Chavez
- Commissioner – Donald Giacomo
- Commissioner – Lori Chatterley
- Municipal Judge – Roy Manfredi

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary) \_\_\_\_\_

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

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

**OR**

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

## **APPENDIX C**

### **APPENDIX C LETTER OF TRANSMITTAL FORM**

**APPENDIX C - LETTER OF TRANSMITTAL FORM**

RFP #: 2023-02-09

Offeror Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-contractors (select one)

\_\_\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

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

\_\_\_\_\_  
(Attach extra sheets, as needed)

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

\_\_\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

\_\_\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2023  
Authorized Signature and Date (Must be signed by the person identified in item #2, above)

**APPENDIX D**  
**CONFLICT OF INTEREST FORM**

## City of Raton

### CONFLICT OF INTEREST CERTIFICATION

(Must be included with Proposal)

This Affirmation shall include both organizational and personal conflicts of interest.

I affirm that I (or my firm) \_\_\_\_\_ have no conflict of interest in performing the Scope of Work as specified in the Request for Proposals, and that I have identified any potential conflicts of interest as required in the RFP.

\_\_\_\_\_  
(Signature of Offeror or Offeror's Authorized Agent)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed or Typed Name and Title)

\_\_\_\_\_  
(Company Name, if applicable)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, ZIP Code)

#### **Conflict of Interest: Governmental Conduct Act.**

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.