

County of Curry



Request for Proposals No. 2022/23-06

Electronic Payment Services

Issue Date:
June 7, 2023

Mandatory Notice to Owner of Intent to Propose Form Due:
June 20, 2023

Proposal Due:
July 10, 2023
Time: 2:00 p.m.

Curry County Administration Office
417 Gidding St., Suite 100
Clovis, NM 88101
Attn: Finance Department/Procurement Office
575-763-6016

Proposals must be submitted in a sealed envelope
that is clearly marked
"RFP No. 2022/23-06 Do Not Open"

The Board of County Commissioners of Curry County, State of New Mexico (hereinafter referred to as "County") is requesting competitive sealed proposals from qualified offerors to provide electronic payment services and the related equipment for Curry County, New Mexico.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version on a USB "memory stick" must be received no later than July 10, 2023 at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

Proposals will be reviewed and ranked in private by an Evaluation Committee. It is possible that the Curry County Evaluation Committee will request an oral presentation. A recommendation will then be made to the Curry County Commission for award to the Offeror whose proposal is determined to be the most advantageous to the County, based upon the specific evaluation criteria as outlined in the proposal.

IMPORTANT:

Sealed Proposal along with RFP number, the Offeror's name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (Purchasing Agent, Lorraine Schlimm: lschlimm@currycounty.org) by email immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, Clovis NM 88101.

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE

Lorraine Schlimm
Purchasing Agent/Procurement Officer
lschlimm@currycounty.org

APPENDIX A
MANDATORY “NOTICE TO OWNER OF INTENT TO PROPOSE”
RFP #: 2022/23-06

By signing this “Mandatory Notice to Owner of Intent to Submit a Proposal” the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this Appendix A. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner’s written responses to those questions, as well as any RFP amendments that may be issued. **All other responses will be rejected as non-responsive.**

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, lschlimm@currycounty.org, Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on:
June 20, 2023.

FIRM: _____

REPRESENTED BY: _____
(Printed Name & Title)

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____

E-Mail: _____

Signature of Person authorized to sign for Firm

ALTERNATE CONTACT PERSON/INFORMATION: *This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.

NAME: _____ **Title:** _____

Telephone: _____ **E-Mail Address of Alternate Contact:** _____

PLACE AN ‘X’ ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:

_____ Firm **DOES INTEND** to respond to this RFP

_____ Firm **DOES NOT INTEND** to respond to this RFP

PURPOSE/GOAL

BACKGROUND INFORMATION

Curry County, located in Clovis, New Mexico, strives to provide prompt, professional and courteous service to all of the citizens of Curry County as well as all persons and agencies involved with County Government. Curry County is requesting proposals from highly qualified electronic payment processing offerors. The offeror must offer a service fee solution for the acceptance of all types of electronic payments. The County prefers offerors whom can demonstrate customization in their implementation approach and provide integrated solutions while providing the highest degree of security. The County desires to receive e-check, credit and debit cards, over-the-counter, payments by telephone and payments securely over the internet. In addition, the County is interested in offerors who offer multiple payment options. The offeror must be Payment Card Industry (PCI) Level 1 compliant and demonstrate the ability to protect sensitive cardholder data.

SCOPE OF WORK

Curry County is requesting proposals from qualified electronic payment service companies to provide electronic payment services and the related equipment for Curry County. Curry County would like to provide taxpayers and other users the ability to use credit cards, debit cards and e-checks to make tax payments and other payments to the County.

The awarded offeror shall supply a cloud hosted system that would facilitate electronic payments; provide appropriate online reports for tracking these payments; provide a reconciliation process; and send the payments to the County's bank account in a reasonable period of time. The awarded offeror will be required to provide access to the County Treasurer's office and Clerk's Office. The awarded offeror shall be able to provide interruption-free, slow-down-free service through New Mexico's peak volume time for collecting tax revenues, that is, November 10th through December 10th and again from April 10th through May 10th, yearly.

The Service Modules shall include the following:

- Counter Module – The Counter Module shall provide County users the ability to receive credit/debit card payments face-to-face within Curry County Offices using Ethernet-connected payment devices. The payment device must allow for credit/debit card swiping, credit/debit card chip reading, and near-field capabilities. The awarded offeror shall issue unique confirmation numbers and receipts per transaction to users who have completed a payment transaction using the Counter Module. The Counter Module shall allow County staff the ability to access reports via the web. All hardware, software, and maintenance associated with these payments shall be at "\$.00" cost by the offeror to five (5) stations within the Treasurer's Office and (4) four in the Clerk's Office.

- Web Module – Two (2) web modules will be provided, one (1) for the Treasurer's Office and one (1) for the Clerk's Office. The Web Modules shall provide users the ability to make payments online through an electronic payment device via a secure website hosted by the awarded offeror using a unique 'bill number' to search their amount due. The awarded offeror shall provide a link from the County's website to the awarded offeror's website to submit payments. Unique confirmation numbers shall be issued to users that have completed a payment transaction using the Web Module allowing them to use the module without having to create an account. The webpages will be customizable to clearly state that this is the payment page for either Curry County Offices and that the offeror will charge a fee to use the service. Those fees will be published on the entry page. The user will be presented the total being paid to the County, the total amount of the offeror's fee and the total amount to be charged to their credit card, debit card or their checking account. The user must check a box on the payment screen acknowledging the fee before being allowed to proceed with the payment. The module must allow for removal of an errant entry or double payment, but also allow for multiple unique entries to be added to a cart. The transaction will be authorized online. If the transaction is successful, the user will be provided with an online confirmation and will be emailed a receipt from the offeror. If the transaction is declined, a message will prompt the user to contact their bank. If the payment succeeds but there is a failure to notify the user all resulting from the awarded offeror's communication error, a duplicate payment will be impossible to be received. Payments that are accepted via the web must be posted to each of the County Office's back-end software system immediately. The offeror must integrate with the county's Terralogic Document Systems recording and filing system (Clerk Track) to accommodate E-Commerce purchase of documents. The offeror will set up users or provide a method whereby the County can setup users, search payments, run reports and print an end of day settlement report.
- Interactive Voice Response Module – Two (2) interactive voice response modules will be provided, one (1) for the Treasurer's Office and one (1) for the Clerk's Office. The Interactive Voice Response Module shall provide users the ability to make payments over a phone equipped with numeric keying capability. The payer calls a toll-free phone number provided by and managed by the awarded offeror. The voice response module shall provide instruction and recognize user input throughout the payment session; and, the phone key or state-of-the-art voice recognition shall be used to enter the respondent's input. The awarded offers shall have the ability to communicate with TTD/TTY devices for the hearing impaired. The script must be tailored to both the Treasurer's and Clerk's Offices to accommodate E-Commerce purchase of documents, through the County's Terralogic Document Systems recording and filing system (Clerk

Track). English and Spanish options must be available for users. The welcome message must state the fees charged by the offeror for using this service. In addition, the amount owed on taxes or services and the fees to be applied will be stated before finalizing the transaction. Unique confirmation numbers shall be issued to users that have completed a payment transaction using the Interactive Voice Response Module. If the credit card is declined, the script shall inform the user that the card was declined and to call the customer service number on the back of their card. The script must also give the option to put in another card number. If the payment succeeds but there is a failure to notify the user all resulting from the awarded offeror's communication error, a duplicate payment will be impossible to be received.

Additionally, the payment types shall include Master Card, American Express, Discover, Visa and E-Checks. Each of the aforementioned modules shall provide the ability to pay by Credit Card, Debit Card, branded pre-paid cards, and electronic check.

It is the expectation that the selected system will be scalable and will integrate with the County's current software provider, Triadic Enterprises, Inc., and the same expectation for integration with Tyler Technologies in a future migration. The offeror is responsible for all data integration/data interfaces needed to "talk" with the County's billing system. If the offerors system is unable to interface with Triadic Enterprises, Inc. software, please describe the method for the County to transfer information into the Triadic System.

The system must provide access for irregular payments such as administrative fees for the production of documents and other written and electronic media or facility rentals.

Offeror shall include payment settlement and refunding services.

Offeror must provide daily transaction and account reconciliation reports by major credit card and by merchant ID.

At the end of the month, offeror must be able to run a report showing how much money was collected for the month and how many transactions were for each department. Reports must include, but are not limited to: transaction number, payment type, event information, customer convenience fee, County charge and total amount paid by customer.

Proposals must disclose any and all fees that would be applicable to the end user and describe/specify the "\$.00"-cost equipment that will be installed for the County. Proposals shall provide a plan regarding Support and Training Services.

Offeror must provide daily settlement of merchant accounts along with next-day deposits after settlement into the County's specified bank accounts.

Offeror must deposit ACH or EFT payments into specified County bank accounts by merchant ID.

Offeror must provide on-line resource for retrieving, reviewing, printing and/or downloading transactions and settlement data.

Offeror must provide a mandatory field for customers' phone numbers to aid in reconciling returns, overpayments, etc.

Have the ability to provide multiple user access to on-line reporting.

Offeror must provide customer service with hours posted, phone and email contact information cited for both modules.

PRE-PROPOSAL CONFERENCE

A non-mandatory Pre-Proposal conference is scheduled for June 15, 2023 at 2:00 p.m. The conference will be held via Google Meet.

RFP 2022.23.06 Electronic Payment Services Pre-Proposal Conference
Thursday, June 15 · 2:00 – 2:30pm
Time zone: America/Denver
Video call link: <https://meet.google.com/swv-ztsw-acm>
Or dial: (US) +1 567-297-2768 PIN: 447 076 814#
More phone numbers: <https://tel.meet/swv-ztsw-acm?pin=5327016887422>

Failure to attend the Pre-Proposal meeting will not disqualify an Offeror from submitting a proposal. The failure of an Offeror to attend shall be interpreted to mean the proposal documents are clear and acceptable to all nonparticipants at the Pre-Proposal Conference. Such clarity and acceptability shall be presumed with respect to all Offerors.

REQUIREMENTS FOR PROPOSAL

1. Offeror shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.
2. Potential Offerors must return the **Mandatory "Notice to Owner of Intent to Propose" Form in order to submit a proposal.** This form may be hand-

delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.

3. The offeror with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the project, prior to any work being started. Negotiations will follow procedures established by the New Mexico State Procurement Code NMSA 1978, § 13-1-115 through 13-1-122.
4. Proposals shall not exceed fifteen (15) pages in length exclusive of cover letter, divider sheets, Resident Certificate(s) and Campaign Contribution Disclosure pages and other attached forms.
5. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.

PROPOSAL PACKAGE

Each offeror must submit the following as labeled and in the same order as follows:

1. **Qualifications and Experience.** The offeror must provide details of their pertinent experience in providing the specific services set forth in the scope of work on pages four (4), five (5), six (6) and seven (7) or similar thereto. Provide experience with similar governmental entities, with an emphasis on governmental entities in New Mexico in the last five (5) years. Provide qualifications and resumes of key personnel. Provide prior performance history, demonstrating expertise and the ability to perform in all areas of the requested services. Include at least three (3) references pertaining to recent electronic payment services provided that are similar to those set forth in the scope of work on pages 3-6 of this RFP.
2. **Offerors Capabilities:** The offeror must provide detailed information of providing the specific services and/or products as described in the scope of work on pages 4-7 of this RFP. Demonstrate the functional capability of providing the services and/or products as described in the Scope of Services/Work. Demonstrate ability to interface with existing software or methods of transferring data into the Triadic Software.
3. **Reporting Abilities and Customer Service:** Describe your reporting abilities and give examples of existing reports that would be similar to the needs of the County. Describe the offerors technical support and training that will be made available to the County. Explain your process for resolving user issues with the County and the users of the services.
4. **Cost of Services and/or Products:** Proposals shall include a cost proposal that includes the pricing for various products and services. The cost proposal must include any and all fees that would be applicable to the County, as well as the users.
5. **Alternate Components:** Offeror will receive points based on the “add-on” services provided to the County to include:
 - a) The County is considering the option of adding a kiosk to increase services to the public and will want to see this option as an add-on.

EVALUATION CRITERIA

- | | |
|--|------------------|
| 1. Qualifications and Experience | 30 Points |
| 2. Offerors Capabilities | 35 Points |
| 3. Reporting Abilities and Customer Service | 20 Points |
| 4. Cost of Services and/or products | 15 Points |

Maximum Evaluation Score **100 Points**

PROCEDURE

1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Curry County Commission for award. Once awarded, negotiations will be conducted with offeror at a compensation determined in writing to be fair and reasonable. If a satisfactory agreement cannot be reached, the contract will be awarded to subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.
2. Method of award: Award will be made to the offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
3. The County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.
4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended offeror.

Sequence of Events

All parties shall make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	Curry County	6/07/2023
2.	Mandatory “Notice to Owner of Intent to Propose”	Potential Offerors	6/20/2023
3.	Deadline to Submit Questions	Potential Offerors	6/23/2023
4.	Last Response to Written Questions/RFP Amendments	Curry County	6/27/2023
5.	Submission of Proposal	Offeror	7/10/2023
6.	Proposal Evaluation	Evaluation Committee	7/10/2023 thru 7/31/2023
7.	Selection of Finalist(s)	County	7/31/2023
8.	Oral Presentation by Finalist (optional)	Offeror	TBD
9.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	7/31/2023 thru 8/11/2023
10.	Approve Contract	County Commission	8/21/2023

BIDDER’S CHECKLIST – REQUIRED FORMS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the Offeror. The following documents are also required to be included in your proposal packet:

1. Mandatory Notice to Owner of Intent to Propose Form – Page #3
2. Offeror’s Response Form – Page #17
3. Execution of Proposal Form – page #18
4. Offeror’s Reference Form – page #19
5. Offeror’s Certification and Non-Collusion Affidavit – page #20
6. Offerors Information Form – page #21
7. Copy of Business License – include with page #21
8. Completed W-9 – include with page #19
9. Options, Exceptions or Variations – Page #21
10. Campaign Disclosure Form – pages #23-25
11. Resident/Veterans Preference Certification – page #26-27
12. Proof of Insurance

PROJECT CONTACTS

Any questions regarding this Request for Proposal must be submitted **by email** to the Purchasing Agent listed below. The County will only consider questions submitted in writing by Offerors regarding the RFP, including requests for clarification and request to correct errors.

Lorraine Schlimm
Purchasing Agent/Chief Procurement Officer
417 Gidding St. Suite 100
Clovis, NM 88101
Email: lschlimm@currycounty.org

Written questions/request must be submitted no later than 2:00 PM (Mountain Daylight Time) on June 23, 2023 and must include the requestor's name, mailing address, email address, telephone and firm he/she represents.

Only written questions/requests that are sent to the below email address will be considered. Oral questions/requests will not be considered. Written or oral questions/requests submitted to any other Department or employee will not be considered.

Contractual Provisions

The following provisions will be in any contract entered into by and between the County and the successful offeror.

Amendment: This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

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

Equal Opportunity Compliance: The successful offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the offeror agrees to ensure that no person in the United States shall, on the grounds of race, color, 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 an agreement for the services outlined in this RFP. If the offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these

deficiencies. By signing and submitting a proposal, offeror agrees to comply with this paragraph.

NONDISCRIMINATION STATEMENT

Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <https://www.currycounty.org/open-government/document-repository/miscellaneous>.

Applicable Laws: The contract shall be governed by the laws of the State of New Mexico

ADDITIONAL TERMS

1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Agent or Finance Director prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent or Finance Director. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent or Finance Director. The County is not responsible for any errors or omissions contained in the offeror's proposal.
3. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.

4. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Procurement Officer in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are **not acceptable**.
5. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
6. Proposals that do not meet the requirements set forth may be considered non-responsible.
7. The County reserves the right to negotiate any and all elements of this RFP.
8. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
9. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
10. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
11. If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.
12. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9th Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
13. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
14. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
15. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
16. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
17. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.

18. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.
19. The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
20. In submitting this proposal, the offeror represents the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
21. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
22. The County shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
23. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).
The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
24. The offeror will save and hold the County harmless from all suites, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this RFP or Contract.
25. The offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
26. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause

upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

27. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
28. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.
29. The County's policy on requests for copies of proposal information after award is as follows:

Submit a written request detailing what information you would like to receive.

- a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Curry County at the following address:

Curry County, Finance Department
417 Gidding Street, Suite 100
Clovis, NM 88101

The fee must be paid before the information is released.

30. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

Finance Director
Curry County Administration
417 Gidding Street, Suite 100
Clovis, NM 88101

In order to receive resident or resident veteran preference, a copy of the offeror's current Resident/Resident Veteran Contractor Preference Certificate must be included in the Proposal in addition to the Veteran Preference Certification page found in the following Request for Proposals for Electronic Payment Services. For additional information regarding obtaining a Resident/Resident Veteran Contractor Preference Certificate please visit <https://www.tax.newmexico.gov/businesses/business-preference-certification/>

PROPOSAL FORM
OFFEROR'S RESPONSE FORM
RFP #2022/23-06 ELECTRONIC PAYMENT SERVICES
DUE DATE: JULY 10, 2023

The services offered meet specifications: _____ Yes _____ No
Completed and attached campaign disclosure form: _____ Yes _____ No
Completed & attached veteran's preference form (if applicable): _____ Yes _____ No

If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

Signature Name (Typed/Printed)

Company Position

Address Telephone Number FAX Number

City, State, Zip Tax ID # E-mail Address

State of _____)

County of _____)

_____(name), being duly sworn, deposes and says that he/she is
_____(title) of _____(company) and all foregoing
questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My commission expires: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
EXECUTION OF PROPOSAL FORM
RFP #2022/23-06 ELECTRONIC PAYMENT SERVICES
DUE DATE: JULY 10, 2023

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- _____ That this proposal was signed by an authorized representative of the offeror.
- _____ That the potential offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ That the potential offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature

Date

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFEROR'S REFERENCE FORM
RFP #2022/23-06 ELECTRONIC PAYMENT SERVICES
DUE DATE: JULY 10, 2023

All references must be from customers for whom your company has completed work similar to the specifications of this bid and have a valid email address. Attach additional page if necessary. **Must have a valid email address.**

References for: _____
(Company Name)

1. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

2. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

3. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

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PROPOSAL FORM
OFFERORS'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM
RFP #2022/23-06 ELECTRONIC PAYMENT SERVICES
DUE DATE: JULY 10, 2023

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2022/23-06 Electronic Payment Services** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFEROR'S INFORMATION FORM
RFP #2022/23-06 ELECTRONIC PAYMENT SERVICES
DUE DATE: JULY 10, 2023

1. Legal Business Name: _____
2. Street Address _____
3. City, State & Zip _____
4. Type of Business _____ State of Registration _____

(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: _____
6. Primary Contact _____
7. Phone _____ FAX _____
8. Email _____
9. Company Website _____

10. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OPTIONS, EXCEPTIONS OR VARIATIONS FORM
RFP #2022/23-06 ELECTRONIC PAYMENT SERVICES
DUE DATE: JULY 10, 2023

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.
(Use additional pages if necessary.)

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS _____
Signature

2. THERE ARE NO OPTIONS, ETC. LISTED. The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP #2022/23-06 ELECTRONIC PAYMENT SERVICES
DUE DATE: JULY 10, 2023

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: Commissioners Fidel Madrid, Brad Bender, Dusty Leatherwood, Seth Martin and Robert Thornton; Treasurer Kendall Kempf, Assessor Randa Jesko, Clerk Anastasia Hogland, or Probate Judge Hollie Barnett.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

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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)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM
RFP #2022/23-06 ELECTRONIC PAYMENT SERVICES
DUE DATE: JULY 10, 2023

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

Resident Veterans:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Native American

Under the law, Native American-owned companies will receive either an 8% or 10% equivalent based on whether they are also a veteran-owned business. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

I do not claim New Mexico Resident Business, New Mexico Veteran's Resident Business or Native American preference on this bid.

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

A valid New Mexico Resident Business, New Mexico Veteran's Resident Business or Native American Certificate must be provided in order to receive preference.