

**SANTA FE COUNTY  
OFFICE OF THE COUNTY TREASURER**

**REQUEST FOR PROPOSAL**



**BANKING SERVICES**

NM Commodities Code: 94625

**RFP #2021-0047-TRS/CW**

**January 2021**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>SUBJECT</u></b>	<b><u>PAGE NO.</u></b>
<b>I.</b>	<b>ADVERTISEMENT</b>	<b>4</b>
<b>II.</b>	<b>PROCUREMENT SPECIFICATIONS</b>	<b>5-16</b>
	A. Scope of Services	5
	B. Fees and Charges	5
	C. Overview	5-7
	D. General Statement of Banking Services Required	7
	E. Financial Institution Qualifications	8
	F. Required Banking Services	8-14
	G. Alternative Services	14
	H. Bank Compensation	14
	I. Procurement Manager	15
	J. Definition of Terminology	15-16
<b>III.</b>	<b>INFORMATION FOR OFFERORS</b>	<b>17-27</b>
	A. Conditions Governing the Procurement	17
	B. Explanation of Events	19
	C. General Requirements	21
<b>IV.</b>	<b>RESPONSE FORMAT and ORGANIZATION</b>	<b>28</b>
	A. Number of Responses	28
	B. Number of Copies	28
	C. Proposal Format	28
<b>V.</b>	<b>PROPOSAL EVALUATION CRITERIA</b>	<b>30</b>
<b>VI.</b>	<b>EVALUATION PROCESS</b>	<b>31</b>
<b>VII.</b>	<b>APPENDICES</b>	<b>34-56</b>
	A. Fee Scale	34
	B. Campaign Contribution Disclosure Form	36
	C. Santa Fe County Investment Plan	38
	D. Sample Agreement	39
	E. Acknowledgement of Receipt Form	54
	F. Resident Veterans Preference Certification	55
	G. Offeror's Attachments	56

**I. ADVERTISEMENT**

**SANTA FE COUNTY  
OFFICE OF THE COUNTY TREASURER  
RFP #2021-0047-TRS/CW  
BANKING SERVICES  
NM Commodity Code: 94625**

Santa Fe County (“the County”) is soliciting proposals to provide Banking Services for the County. The County intends to minimize banking cost, improve operational efficiency, and maximize its investment and return capabilities. This Request for Proposal (RFP) explains the County’s cash management goals, specifies all required qualifications for proposing institutions or firms, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions, contract award provisions, and other relevant information. The County makes daily deposits, therefore responding institutions must be geographically located so as to provide convenient physical access to the County or provide for that access as part of their proposal.

All qualified institutions are invited to submit a proposal. Institutions responding to this RFP must be able to demonstrate a capacity to meet the County’s requirements as stated in the Scope of Services. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror’s name and address clearly marked on the outside of the container. **All proposals must be received by 2:00 pm (MST) on February 25, 2021, at the Santa Fe County Purchasing Division, 102 Grant Avenue, P.O. Box 276, Santa Fe, NM 87504-0276.** To combat the spread of the recent COVID-19 illness, the submission of Proposals **will also be accepted electronically** utilizing a DropBox. **Please utilize this link to upload your proposal submission.**

<https://www.dropbox.com/request/xlkM7vEOfEVtYJ9s03gp>

By submitting a proposal for the requested services, each Offeror is certifying that it is qualified and its proposal complies with the requirements stated within the Request for Proposals. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole

**A Pre-Proposal Conference** will be held on **Friday, January 22, 2021 at 10:30 am (MST). Attendance at the pre-proposal conference is not mandatory but strongly recommended. A toll-free teleconference line is available at 1-877-820-7831; the guest passcode is 445752.**

**EQUAL OPPORTUNITY EMPLOYMENT:** All qualified Offerors will receive consideration of contract(s) without regard to race, age, color, religion, physical or mental handicap, serious medical condition, spousal application, sexual orientation, gender, identity, sex, ancestry or national origin.

Request for proposals will be available by contacting Coralie Whitmore, Procurement Specialist, Senior, by e-mail at [cgwhitmore@santafecountynm.gov](mailto:cgwhitmore@santafecountynm.gov), by telephone at (505) 986-6337, or on the County’s website at [https://www.santafecountynm.gov/asd/current\\_bid\\_solicitations](https://www.santafecountynm.gov/asd/current_bid_solicitations).

**ANY PROPOSAL RECEIVED BY THE OFFICE OF THE PROCUREMENT MANAGER AFTER THE TIME AND DATE SPECIFIED SHALL NOT BE CONSIDERED.**

## II. PROCUREMENT SPECIFICATIONS

### A. SCOPE OF SERVICES

Santa Fe County (“the County”) is soliciting proposals to provide Banking Services for the County. The County intends to minimize banking costs, improve operational efficiency, and maximize its investment and return capabilities. This Request for Proposal (RFP) explains the County’s cash management goals, and specifies all required qualifications for proposing institutions or firms, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions, contract award provisions, and other relevant information.

All qualified institutions are invited to submit a proposal. Institutions responding to this RFP must be able to demonstrate a capacity to meet the County’s requirements. The County makes daily deposits, therefore, responding institutions must be geographically located so as to provide convenient physical access to the County or provide for that access as part of the proposal.

### B. FEES AND CHARGES

The County reserves the right to utilize either a direct fee (per item) or compensating balance basis for payment of services under the contract. The County reserves the right to change the payment methodology during the contract period upon no less than thirty (30) days written notice (via email or fax) to the bank with the change commencing the first of the next following month. This will enable the County to take advantage of changing interest rate environments.

1. When a compensating balance payment basis is used, all operations-related accounts will be swept to their targeted compensating balance prior to computation of net monthly banking fees due.
2. When a direct fee (per item) basis is used, the bank will provide the County with an “account analysis statement” within five business days after calendar month-end. Within five business days of the County’s receipt of the monthly account analysis statement, County staff will review the proposed fees, and will either agree or disagree with the amount to be charged. When the County has approved (agreed to) the final monthly account analysis fee, the bank may initiate a direct debit in the Main Operations account for the agreed upon amount.

**Note: A complete account analysis will be required monthly regardless of the payment basis.**

All item and account charges will remain at the proposal price quoted for the duration of the contract period regardless of changes in service volumes during the period. Should new services be required during the contract period not contemplated by this RFP, those services will be provided at fees not more than the bank’s then current published rate and must be approved by the County Treasurer. Any changes in fees for the remaining extension periods will be negotiated and must be approved by the County Treasurer in writing. The rate increase in any extension period shall not exceed Consumer Price Index (CPI) increases (for the Western Region) during the same period, as reported by the Bureau of Labor Statistics.

### C. OVERVIEW

The County Treasurer manages all banking, treasury, and investment activities while the County Finance Department manages accounts payable, accounts receivables, payroll, and financial reporting functions. A copy of the County Treasurer’s Investment Plan (“Investment Plan”) is attached hereto as Appendix C. An Offeror shall include as part of its proposal, affirmation that it has reviewed the Investment Plan, is familiar with it and that the Offeror’s proposal shall enable and support the County Treasurer and the County Finance Department in carrying out the Investment Plan.

The County currently maintains forty-one (41) bank accounts with our custody bank. The approximate average daily balances for these accounts are outlined below:

	Account Description	Account Type/Notes	Interest Bearing		Acct. Analysis		Approx Avg. Daily Bal.	Statement Cycle
			Yes	No	Yes	No		
1	SF OPERATIONS MAIN	Interest Bearing	*		*		\$15,000,000.00	Weekly
2	COUNTY TREASURER	ZBA Daily Sweep from Ops		*	*		\$0.00	Monthly
3	CREDIT CARD ACCOUNT	ZBA Daily Sweep to Ops		*	*		\$0.00	Monthly
4	LOCKBOX ACCOUNT	ZBA Daily Sweep to Ops		*	*		\$0.00	Monthly
5	WARRANT ACCOUNT	ZBA Daily Sweep from Ops		*	*		\$0.00	Daily
6	FIRE DEPARTMENT	Sweep from Ops (as Needed)		*	*		\$2,000.00	Monthly
7	COUNTY MANAGER	Sweep from Ops (as Needed)		*	*		\$10,000.00	Monthly
8	CORRECTIONS MAINTENANCE	Sweep from Ops (as Needed)		*	*		\$2,000.00	Monthly
9	INMATE TRUST FUND	Interest swept to Ops	*		*		\$440,000.00	Monthly
10	JUVENILE TRUST FUND	Interest swept to Ops	*		*		\$10,000.00	Monthly
11	BAIL BOND	Interest Bearing	*		*		\$50,000.00	Monthly
12	SFC HOUSING SERVICES ESCROW	Interest Bearing	*		*		\$20,000.00	Monthly
13	SFC PUBLIC HOUSING ESCROW	Interest Bearing	*		*		\$35,000.00	Monthly
14	SHERIFF BOND	Interest Bearing	*		*		\$250,000.00	Monthly
15	SHERIFF FORFEITURE	Interest Bearing	*		*		\$50,000.00	Monthly
16	SHERIFF WRIT	Interest Bearing	*		*		\$11,000.00	Monthly
17	GOB 2009 SERIES	Interest Bearing	*		*		\$135,000.00	Monthly
18	SFC HOUSING AUTHORITY	Interest Bearing	*		*		\$10,000.00	Monthly
19	ROAD PROJECTS	Interest Bearing	*		*		\$98,000.00	Monthly
20	S FE AFFORDABLE HOUSING FUND	Interest Bearing	*		*		\$1,625,000.00	Monthly
21	GOB 2011 REFUNDING SERIES	Interest Bearing	*		*		\$28,600.00	Monthly
22	GOB2013 Series A	Interest Bearing	*		*		\$520.00	Monthly
23	SFC REGION III JAG	Interest Bearing		*		*	\$10,000.00	Monthly
24	FLEXIBLE SPENDING TRUST	Interest Bearing		*		*	\$30,000.00	Monthly
25	ICS Operational	Interest Bearing	*		*		\$0.00	Monthly
26	ICS Operational Shadow	Interest Bearing	*		*		\$2,000,000.00	Monthly
27	ICS Payroll	Interest Bearing	*		*		\$0.00	Monthly
28	ICS Payroll Shadow	Interest Bearing	*		*		\$5,000,000.00	Monthly
29	Public Works	Interest Bearing	*		*		\$0.00	Monthly
30	GOB 2013 SERIES A	Interest Bearing	*		*		\$520.00	Monthly
31	GOB 2015 SERIES REFUND BOND	Interest Bearing	*		*		\$285.00	Monthly
32	GOB2018	Interest Bearing	*		*		\$68,000.00	Monthly
33	2019 GRT ACCT	Interest Bearing	*		*		\$24,000.00	Monthly
34	Wildland Fire	Sweep from Ops (as Needed)		*	*		\$12,000.00	Monthly
35	SELF INSURANCE PROGRAM	No Interest pd, no fees		*	*		\$1,750,000.00	Monthly
36	SF County Housing CDBG Funds	Interest Bearing	*		*		\$75,000.00	Monthly
37	PURCHASE DEBIT CARDS	Sweep from Ops (as Needed)		*	*		\$50,000.00	Monthly
38	SHERIFFS COMMUNITY FUND	No Interest pd, no fees		*	*		\$1,200.00	Monthly
39	Ambulance Billing	ZBA Daily Sweep to Ops		*	*		\$0.00	Monthly
40	Fire Permits	ZBA Daily Sweep to Ops		*	*		\$0.00	Monthly
41	KEEFE COMM	No Interest pd, no fees		*	*		\$75,000.00	Daily

Funds are “swept” from the Main Operations account to the Warrant account and to the County Treasurer account to cover disbursements. The Main Operations account has been used as a “clearing” account for receipt of funds from matured investments, before initiating a next-day transfer-out of those funds. The Main Operations account also receives “sweeps” of funds initially deposited in the Lockbox account, when active, and the Credit Card account, daily.

Most bank activity will occur in the Main Operations Account. This account may be swept to a SEC registered money market fund, or an overnight repurchase agreement account whenever the County Treasurer determines a need

for such an account; however, the County has the right to sweep any, or all, accounts as deemed necessary to accommodate the County's business processes. ACH (both incoming and outgoing), wires and securities transactions occur, for the most part, in the Main Operations Account, but can occur in both the County Treasurer account and the SFC Housing Authority account. Positive Pay has been established for Payroll and Accounts Payable checks clearing the Warrant Account, and for checks issued from the County Treasurer account. Additionally, Positive Pay has been established for the Inmate Trust Fund account, and may eventually be required on all accounts. Reconciliation capabilities are currently required for all accounts.

- a) Gross receipt taxes are collected through the State and received and deposited monthly by ACH or Wire transfer. An average of \$6.5 million is received monthly, usually on the 15<sup>th</sup>.
- b) Approximately \$ 5.0 million is processed in payables monthly.
- c) The County has a bi-weekly payroll for approximately 957 employees totaling an average \$1.5 million. The County requires ACH payroll transactions for approximately 772 employees averaging \$1 million on a bi-weekly basis.

The County anticipates that it will maintain the current account structure with the successful Offeror. All account balance decisions will be made by the County Treasurer. Any proposals for sweeping funds, or alternative account structures, must be outlined and explained thoroughly in the Offeror's proposal.

Any or all County funds may be maintained and invested by the County outside the anticipated contract. The County Treasurer will be under no obligation to maintain funds in the bank except under a compensating balance situation.

Primary responsibility for administration of the banking services agreement within the County organization resides with the County Treasurer who will monitor the bank's performance against provisions of the agreement, including the bank's proposal submitted in response to this RFP. The County Treasurer will be responsible for administering the agreement with respect to day-to-day activities, including deposits and withdrawals, ACH and wire transactions, maintenance of account balances, daily reporting, etc. A list of County personnel authorized to deal directly with the bank will be provided following the award of the contract. The Offeror shall provide a similar list of key personnel authorized to make decisions for the bank as part of its proposal.

#### **D. GENERAL STATEMENT OF BANKING SERVICES REQUIRED**

1. The banking services described in this RFP are directed toward five major goals:
  - a) The safety and liquidity of County funds;
  - b) Maximum potential for interest earnings on operational funds;
  - c) The efficient utilization of available banking services;
  - d) The responsiveness and ability to provide high-quality banking services, and
  - e) Minimization of banking costs for the County.
2. Collateral:

The County requires a depository that is fiscally strong and able to provide the required services on an uninterrupted basis. County funds are public funds and require collateralization in accordance with NMSA, Section 6-10-21 and NMAC 2-60-4, in general, and as specifically delineated by the County's Investment Policy. If funds are not swept to an agreed upon, SEC registered money market fund or overnight repurchase agreement account, all un-invested time and demand funds, which exceed current FDIC insurance coverage, Santa Fe County requires collateralized at 102% with securities specifically authorized pursuant to NMSA 6-10-7 and by the County's Investment Policy. Authorized collateral shall include only:

- a) Obligations of the U.S. Treasury.
- b) Obligations of U.S. Agencies and Instrumentalities.
- c) Irrevocable Letters of Credit Issued by The Federal Home Loan Bank of Dallas.

An independent third party institution, outside the bank's holding company, shall hold all securities pledged to the County, as collateral. Pledged securities shall be held on the books of the third party institution in the name of the County. The pledging bank will be contractually liable for securing and reporting the monthly market value of pledged securities, and for the continuous monitoring and maintenance of required margin levels. The pledging bank will provide a monthly listing of pledged securities to the County Treasurer which includes market values and complete security descriptions. The Offeror shall identify, in their proposal, the third party institution that it intends to utilize for collateralization services, and shall fully disclose all associated costs for providing such services.

**The depository will be required to agree to all collateral requirements of this RFP, Agreement, and the County's Investment Policy as foresaid.**

## **E. FINANCIAL INSTITUTION QUALIFICATIONS**

1. In order to fulfill the County's fiduciary responsibility to protect public funds, each bank submitting a proposal shall provide, in response to this item:
  - a. An audited annual financial statement for the most recent fiscal period;
  - b. The bank's CRA rating (noting the specific rating agency); and
  - c. A statement regarding any recent or unforeseen merger or acquisition.
2. Describe the bank's philosophy and approach to satisfying the County's banking and customer service requirements.
  - a. What, if anything, is distinctive about the bank's approach to customer service?
3. List references from at least three of the bank's current, comparable governmental (city, county, ISD) clients. Include the length of time under contract, a contact person, title, and telephone number.
4. Provide the bank's most recent *BAUERFINANCIAL, INC.*, Veribanc or comparable bank rating from an independent rating service. **The bank will be responsible for notifying the County within thirty (30) days of any change in this rating during the contract period.**
5. Provide a proposed timeline for implementation of the contract, including the timeline activities and direct responsibilities of the County and the Bank.
6. Provide a copy of **all** agreements (even if not directly referenced in this RFP) which will be required to be executed under the contract. Any changes required on the agreements will be made and agreed upon before award of the contract is made.

## **F. REQUIRED BANKING SERVICES**

### **1. Consolidated Account Structure with Sweep Mechanism**

The County's banking transactions occur, for the most part, in the Main Operations account. This account serves as the "master" account for automated sweeps between operations-related accounts. Offeror must be able to automatically sweep funds both "from" and "to" specified ZBA or target-balance accounts, on both a daily basis and, to cover checks (warrants) clearing b is interested in assuring that all its funds are earning the best, then-current interest rate available at all times. The County may require the ability to sweep to a money market fund or overnight repurchase agreement in order to procure this full investment goal. A SEC registered government, or enhanced government, money market fund or overnight repurchase agreements must be used for the sweep. If the bank has a valid alternative to a SEC money market fund it should be proposed. A repurchase agreement with the bank is acceptable as a sweep investment vehicle as long as the

rate is competitive with fed funds and the securities purchased are equal to AAA rated government securities or U.S. Treasuries.

If the Bank cannot provide a sweep mechanism for ZBA or target-balanced accounts, the proposal will be deemed not responsive.

## 2. Automated Cash Management Information Access

The County requires on-line cash management services and daily balance reporting for timely access to balance information and transactions. If minimum automated services cannot be provided, the proposal shall be deemed non-responsive.

Minimum automated services described in the proposal shall comply with the foregoing and shall include:

- a) Prior day summary balance reporting on all accounts;
- b) Initiation and monitoring of stop pays;
- c) ACH fraud filter exception transactions;
- d) Positive pay exception transactions;
- e) Initiation and monitoring of account transfers, and
- f) Initiation and monitoring of wire transfers i.e. Federal Government transfers from DOJ, HUD, etc.

## 3. On Line Reporting Services

Santa Fe County requires online access to all banking activity. All statements must be available on-line. Daily reporting must include descriptive and image detail on all transactions, and summary account reporting must include both ledger and collected balances, and include one-day float. If Online Reporting Services cannot be provided, the proposal shall be deemed non-responsive.

The proposal shall address the foregoing and the following:

- a) Fully describe the bank's on-line service capabilities and whether service is to be a direct link or web-based. List the system capabilities (i.e. balances, wires, positive pay, stop pay, etc.).
- b) Describe back-up provisions and procedures to the automated system. What is the bank's back-up process to provide balance reporting and transactions in case of system unavailability?
- c) Are on-line service charges bundled or are separate modules charged independently? Describe.
- d) State the access times and update times for daily information.
- e) Does the system provide full trailer information on wireless and ACH for identification purposes?
- f) Submit samples of major screens and reports available. Provide a website (and sign-on information if required) for an on-line review of the system, if available.
- g) Specify any County hardware and software requirements for access.
- h) How many hours has the system been down in the last six months?
- i) Is the system a proprietary system or provided by a third-party?
- j) What training is available and planned for County personnel?
- k) Describe provisions for off-site backup and continuation of services.
- l) Describe archival duration on check images.

## 4. Online Administration Services

Santa Fe County requires online administration services to manage the County's personnel user access and grant new user rights. The County requires the online Administration services to increase / decrease, assign or cancel debit card users. The County will also utilize the online service to grant some ACH users to create and send files. Users must have the ability to create store templates for frequent ACH and wire transactions.



## 5. Standard Deposit Services

Standard commercial deposit services are required for all accounts. Deposits will consist of coin, currency, endorsed checks and RDC. The County requires same bank day credit on all cash (coin and currency) deposits. Coin may be deposited loose, or partially filled bags. Coins will not be rolled. The County averages one daily deposit by armored car. Locking deposit bags are required. The County will not encode checks. The County Treasurer may have a recurring need for strapped cash and coins.

All deposits received by the bank's established deadline must be processed for same day credit. The bank shall also guarantee immediate credit on all incoming wire transfers, US Treasury checks, ACH transactions, on-us items, and U.S. government security maturities and coupon amounts.

The County expects all checks to clear based on the bank's current published availability schedule, but, any other availability policies should be noted in the proposal. Failure to credit County accounts in a timely fashion will require interest payment reimbursement to the County at the then current daily Fed Funds rate. The proposal shall address the foregoing requirements and the following:

- a) What is the bank's cut-off time to assure same day ledger credit? Where?
- b) When are credit/debit advices sent to the County? On-line or in paper form, or both?
- c) Are dual verification security measures used on receipt of deposits?
- d) State the policy on cash deposits (fed ready bags versus loose coins, etc.) and availability through the bank.
- e) State the bank's Availability Policy especially if it differs from the published availability schedule. Does the bank offer expedited availability? Are any deposits or credits delayed?
- f) If provisional credit is given on deposit before verification, when does verification occur?
- g) Include a list of all the bank's deposit locations and alternatives.

## 5. Standard Disbursing Services

Standard disbursing services for all accounts are required to include the payment of all County checks without charge upon presentation. Checks are written for operations, payroll and accounts payable through the Warrant Account and County Treasury Accounts. Checks are also issued from the Inmate Trust Fund, Juvenile Trust Fund, Sheriff's Bond Account, Sheriff's Writ Account and SFC Public Housing Escrow. The proposal shall address the foregoing and the following:

- a) What constitutes a standard signature?
- b) The bank must offer extended storage for check Images. What time periods and conditions are images available on line? The County requires 12 months or greater.

## 6. Positive Pay

To safeguard against fraudulent checks, positive pay services must be provided. Positive pay is currently used for payroll and accounts payable in the Warrant Account. Positive pay is also used in the County Treasurer's Account, and the Inmate Trust Account, but may be used for additional accounts in the future. The County prefers that positive pay services provide complete indemnification for fraudulent checks. If the Bank cannot provide positive pay services, the proposal will be deemed not responsive.

The proposal shall address the foregoing and the following.

- a) Is positive pay input (for manual checks) and exception handling available on-line?
- b) Describe the data transfer requirements or alternatives for check registers and individual checks (transmission requirements). How is information on individual manual checks created by the County and transmitted to the bank?

- c) How can check records be deleted by the County, if necessary?
- d) Are all checks, including those received by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what is the process, liability, and security on OTC transactions?
- e) Payee name is a mandatory requirement for positive pay verification.
- f) How and when (what time of day) is exception information reported to the County? What is the response deadline on exception elections?
- g) What options are available on default disposition for exceptions?
- h) What review elements are available? Are images of exception items available online?

#### 7. Wires and Funds Transfer Services

The County currently has approximately four outgoing repetitive wires, per month, from the main operations account. Some outgoing, non-repetitive wires for purchases, and some non-repetitive incoming wires for revenue, may also be required. Incoming wire transfers must receive immediate same day collected credit. Wire initiation and monitoring should be available on-line. The County requires compensation for delays caused by bank errors at the day's Fed Funds rate. The proposal shall address the foregoing and the following:

- a) List the methods of wire initiation and monitoring available.
- b) Is a paper follow-up transaction required in addition to the on-line transaction?
- c) How will the bank notify the County of incoming wires? When?
- d) Describe the procedures to be used for repetitive and non-repetitive wires. Include a description of security provisions, PIN requirements, and back-up systems.
- e) Is dual authorization required?
- f) Is future dating of wires available? How far in advance? For both repetitive and non-repetitive wires?
- g) State wire access times, posting times, and cut-offs.
- h) State the bank's policy on the use of ledger balances for outgoing wires in anticipation of daily security activity or incoming wires.

#### 8. Optical Imaging

The County requires optical imaging for all accounts that issue checks. The proposal shall address the following:

- a) What items are captured (checks, statements, deposit slips, deposited items, incoming/outgoing wire backup, CDs as archived images, etc.)?
- b) Describe the retrieval capabilities. Are images available on line? How long are images retained on line? The County requires 12 months or greater.
- c) Describe any software or hardware requirements.

#### 9. ACH Services

ACH services are required, this to include Same Day ACH. ACH transactions (both incoming and outgoing) are currently being processed in both the main operations, and the county treasurer's accounts. The county requires the ability to initiate both debit and credit ACH transactions in order to accommodate the County's business processes for direct deposit, vendor payments, distribution of property tax, and utilities and tax billings. The County requires the ability to accept or reject any ACH transactions initiated by anyone other than authorized County personnel. The County requires the ability to apply and remove ACH blocks. The proposal shall address the foregoing and the following:

- a) The County requires a pre-notification on all new ACH transactions;
- b) ACH services are required to be available on-line;

- c) Describe how an ACH addendum is shown in their entirety on line;
- d) Describe any filters and blocks that may be available;
- e) Describe the on-line exception reporting for ACH.
- f) Describe data transfer alternatives, requirements and limitations (transmission, web, or storage device).
- g) Describe the availability policy for debit and credit ACH transactions.
- h) Describe the banks deadline for file transmission or storage device for a direct deposit to credit employee accounts on Friday?

#### 10. Lock Box

The County requires the bank to incorporate a lockbox service for Tax Collections into the banking arrangement but may not choose to use the service. The County currently bills 85,000 customers on a computer generated, bar coded statement, with payment coupons. The Offeror must be able to create a posting files compatible with the County's software, with data scanned from the payment coupons.

It is critical that the lockbox encoding and reporting provide full information for research on individual checks which are returned or imaged after processing. It is critical that batch references enable the County to facilitate that research. All items processed thru the lock box must be posted to the credit of Santa Fe County on the same business day. All exception or items that cannot be processed through lock box must be delivered to the Treasurer's Office the following day for processing. If the Bank cannot provide lock box services, the proposal will be deemed not responsive.

The proposal shall address the foregoing and the following:

- a) Detail the mail pickup schedule and processing schedule of your lockbox operation. A Santa Fe Post Office Box is required.
- b) Provide the location of the lockbox processing center.
- c) Provide examples of endorsements on the checks.
- d) Provide examples of batch reports.
- e) Provide an example of the format in which electronic data can be transmitted to the County.
- f) Provide the schedule of next day data availability.
- g) Provide information on physical check availability or imaging process.
- h) Provide information on delivery schedule for lockbox exceptions, batch reports, tax coupons, and envelopes processed to the County Treasurer.

#### 11. Account Analysis

Monthly account analysis reports must be provided for each account, together with a consolidated account analysis report by the fifth business day after calendar month end. Within five business days of receipt of the monthly account analysis (and subsequent approval of the fees by County) the bank may direct debit the designated account for fees due if compensation is being calculated on straight fees.

A complete account analysis will be required monthly regardless of the payment basis. The proposal shall address the foregoing requirements and the following:

- a) Provide a sample account analysis including calculation bases.
- b) State when the analysis will be available each month.
- c) Describe the ability of the bank to provide reports on-line and/or optically imaged.

## 12. Monthly Statements

The bank must provide daily, weekly and/or monthly account statements, as needed, on all accounts. Hard copy statements should include complete supporting documentation. Statements must be received by the second business day of the succeeding month, and must be available online.

At a minimum, the following information will be required for each account statement:

- a) Imaged detail of all debit and credit transactions;
- b) Images of all cleared checks;
- c) full wire and ACH trailer information, if not remitted previously;
- d) Images of all deposit slips
- e) Beginning and ending balances, and average daily balances;
- f) Copies/images of all transactions performed by bank personnel.
- g) Describe the statements and provide a sample.
- h) Describe the ability of the bank to provide reports on-line and/or imaged.
- i) When are on-line or optically imaged reports available?

## 13. Account Executive

To insure smooth contract implementation and continuation of services, a specific account executive and a back-up must be assigned to the County Treasurer's account to coordinate services and expedite the solution of any problem encountered. The account executive should be available to County staff on banking matters as needed and at regularly scheduled monthly meetings which are required. The proposal shall address the foregoing requirements and the following;

- a) Provide the name and title of the proposed account executive with a short bio.
- b) Provide the name and title of the backup representative.

## 14. Overdrafts

Every effort will be made to eliminate intra-day and inter-day overdrafts. However, should this situation arise, the proposal shall state the bank's policy regarding overdrafts. The proposal should detail overdraft fees, if any, to be charged on a per event or per account basis. The proposal shall ensure that all accounts are aggregated for overdraft calculation purposes.

## 15. Return Item Debits (Checks/ACH)

Complete information must be provided for all returned item debits, whether returned check items, or ACH reversals. Original paper copies of all returned checks must be mailed to the County. Images of all returned checks must be made available online through account inquiry. Descriptions of ACH reversal must contain the payee name, reason for return, and the customer reference number as detailed within the original ACH file. Describe the bank's process for returned checks and ACH reversals.

## 16. Stop Payment Requests

The County currently averages (5) five stop pays a month. An online stop payment process is required. Describe your banks stop payment process; address the following:

- a) How long do stop pays remain in effect normally? What options are available for extended stop pay periods? What are the associated fees?
- b) Will the teller and clearing system verify check status before accepting checks?
- c) Provide the stop pay access times, authorization levels and notification requirements.
- d) Information on current and expiring stop pays that is available on-line?

#### 17. Courier or Armored Car Service

The County currently uses armored services. The courier is used to deliver the County Treasurer's and Corrections deposit to the bank each business day (from one County deposit location). Describe the bank's courier or armored car service policy.

#### 18. Remote Deposit Capture (RDC)

The County receives a high volume of checks annually over the counter at various locations, via U.S. mail or drop boxes at the County Complex. The County currently has RDC units at all satellite offices, utilities, housing and corrections. The Treasurer's Office has a total of 5 working through a third party software integrated with the banks software. The County may seek additional units installed at various locations to minimize checks processed at the County Treasurer's Office and to comply with New Mexico 24-hour deposit rule of public funds. Describe the bank's ability deploy and work with existing units. If the Bank cannot provide Remote Deposit Capture (RDC) services, the proposal will be deemed not responsive.

#### 19. Debit Card & Purchasing/Procurement Cards

The County currently uses debit cards for select individuals and departments with various limits. The daily balance remains the same as the limit and daily limits are swept from the County's main operational account. The County currently does not utilize Purchasing/Procurement but reserves the right to activate this service when beneficial to the county. If Debit Card & Purchasing/Procurement Card Services cannot be provided, the proposal shall be deemed non-responsive.

#### 20. Emerging Trend Services

The County reserves the right to add any Emerging Trend Services that are beneficial to the County such as:

- Block Chain
- Real-Time Payments
- Pay Cards
- Zelle
- Push to Card

### **G. ALTERNATIVE SERVICES**

Responding financial institutions are encouraged to indicate any reservations or exceptions to the RFP and submit alternative approaches. Such reservations or exceptions should be clearly noted in the proposal, and may, or may not be accepted.

### **H. BANK COMPENSATION**

1. The County will take into account all costs and earnings potential as part of the evaluation of the proposal.
2. Appendix A details anticipated fees identified by the applicable TMA (APT) code if possible. Bundled fees should be clearly delineated especially regarding those for on-line services to assure accurate evaluation.
3. The County reserves the right to utilize either a direct fee basis or a compensating balance basis (or a combination of each) for payment of services under the contract. The County reserves the right to change the fee methodology during the contract period upon no less than 30 days' written notice to the bank with

the change commencing the beginning of the following month. This will enable the County to take advantage of changing interest rate environments.

- a) If direct fees are used as the basis for compensation, fees will be paid as a direct debit to a designated account after a five-day County review and approval of the account analysis charges.
  - b) If a compensating balance basis is used for the basis of compensation, the County requires monthly carry-over of balances.
  - c) Regardless of the payment methodology a monthly account analysis will be required.
4. This is a two (2) year service agreement with two (2) one-year extension options. Fees and service charges included in the successful proposal shall remain in effect for the initial two-year period; however, any Federal Reserve service charge increase may be passed through to the County upon 30-days written notice. Should new services be required during the contract period not contemplated by this RFP, those services will be provided at fees not more than the bank's then current published rate. Any changes in fees for the two optional extension periods will be negotiated and must be approved by the County Treasurer in writing. In no instance will the rate increases in extension periods exceed the CPI increases during the same periods as reported by the Bureau of Labor Statistics.

## **I. PROCUREMENT MANAGER**

The County has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Coralie Whitmore, Senior Procurement Specialist  
 Santa Fe County Purchasing Division  
 102 Grant Avenue  
 Santa Fe, New Mexico 87501  
 Phone (505) 986-6337  
 Fax (505) 989-3243  
[cgwhitmore@santafecountynm.gov](mailto:cgwhitmore@santafecountynm.gov)

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

## **J. DEFINITION OF TERMINOLOGY**

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

“BCC” means the Santa Fe County Board of County Commissioners.

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

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

“Contractor” means a successful offeror who enters into a binding contract.

“County” means Santa Fe County.

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

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

“Evaluation Committee” means a body appointed by the County management to perform the evaluation of offeror proposals.

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

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

“Offeror” is any person, corporation, or partnership that chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Division” means the Santa Fe County Purchasing Division, Administrative Services Department.

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

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

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

### III. CONDITIONS GOVERNING THE PROCUREMENT

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

#### A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Purchasing Division	January 10 & 11, 2021
2.	Pre-Proposal Conference (Strongly recommended)	Owner/Purchasing Offerors	January 22 10:30 a.m.
3.	Acknowledgement Form Due	Offerors	January 26
4.	Deadline to Submit Additional Questions	Offerors	February 10
5.	Response to Written Questions	Purchasing Division	February 17
6.	<b>Submission of Proposal</b>	<b>Offerors</b>	<b>February 25, 2021 2:00 PM MST</b>
7.	Proposal Evaluation	Evaluation Committee	March 1 thru March 10
8.	Selection of Finalists (If Applicable)	Evaluation Committee	March 12
9.	Best and Final Offers from Finalists (If Applicable)	Offeror	TBD
10.	Oral Presentation by Finalists (If Applicable)	Offeror	April 2, 2021
12.	Finalize Contract	County, Offeror	TBD
13.	Contract Award	Purchasing Division	TBD

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, events 9-10 will not apply.



## B. EXPLANATION OF EVENTS

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

### 1. Issue RFP

This RFP is being issued by the Santa Fe County Treasurer and the Purchasing Division.

### 2. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled for on the date indicated in the "Sequence of Events" at Section III.A. Questions may be submitted at the Pre-Proposal Conference and after up until the date indicated in the "Sequence of Events" at Section III.A. A public log will be kept of the names of potential Offerors that attended the pre-proposal conference. The pre-proposal conference is not mandatory for strongly recommended.

### 3. Acknowledgement of Receipt Form Due

A potential Offeror should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on the date indicated in the "Sequence of Events" at Section III.A.

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

### 4. Deadline to Submit Additional Written Questions

Potential Offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All written questions must be addressed to the Procurement Manager, listed in Section II, Paragraph E and sent via facsimile or e-mail. **Any contact with any other County staff member other than the Procurement Manager named in this solicitation will be grounds for rejection of a proposal.**

### 5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the "Sequence of Events" at Section III.A, to all potential Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Manager no later than one (1) day after the answers or addenda were issued.

6. Submission of Proposal

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. (MOUNTAIN STANDARD TIME) ON FEBRUARY 25, 2021. Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II, D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals for Bank Custodial Services and refer to the RFP number.

Proposals must be delivered either through the DropBox address:

<https://www.dropbox.com/request/xlkM7vEOfEVtYJ9s03gp>

or delivered to:

Coralie Whitmore, Senior Procurement Specialist

Santa Fe County Purchasing Division

102 Grant Avenue

Santa Fe, New Mexico 87501

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, Section 13-1-116, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Manager. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists (If Applicable)

The Evaluation Committee may select and the Procurement Manager may notify the Finalist Offerors on the date indicated in the "Sequence of Events" at Section III.A. Only Finalists will be invited to participate in the subsequent steps of the procurement if the Finalist process is used.

9. Best and Final Offers from Finalists (If Applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the "Sequence of Events" at Section III.A.

10. Oral Presentation by Finalists (If Applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico. Each presentation will be limited to thirty (30) minutes in duration.

11. Finalize Contract

The contract will be finalized with the most advantageous Offeror during the timeframe indicated in the "Sequence of Events" at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

The County anticipates awarding the contract on the date in the "Sequence of Events" at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing Manager.

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

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County  
Attn: Procurement Office  
P.O. Box 276  
Santa Fe, New Mexico 87504

Protests will not be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

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 terms and conditions in the sample contract attached hereto as Appendix C.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors

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

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public

any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the County and the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix C. However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix C, that Offeror must propose specific alternative language. The County 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 County and will result in disqualification of the Offeror's proposal.

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. This right is at the sole discretion of the Evaluation Committee, subject to Procurement Manager approval.

20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. Any change in contractor representative must receive prior County approval.

21. Notice

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

22. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

25. Electronic Mail Address Recommended

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

26. Preferences in Procurement

A. *New Mexico In-state Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident business**”. Application of a resident business preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident business. Certificates are issued by the state taxation and revenue department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror's score.

Certification by the department of taxation and revenue for the resident business takes into consideration such activities as the business' payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

**OR**

***New Mexico Resident Veteran Preference.***

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran business**”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix D.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 10%, 8% or 7% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror’s score, depending on the business’ annual revenue.

**The resident business preference is not cumulative with the resident veteran contractor preference.**

**AND**

**B. *Santa Fe County Preference***

Santa Fe County Ordinance 2012-4 provides for a **County preference** for a “Santa Fe County business.” Application of the County preference in procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business’ corporate standing in the state, business licensure or registration, the duration of the business’ primary office location and the payment of taxes.

If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The in-state, veteran or County preferences do not apply to procurement of services or goods involving federal portfolio or federal grant portfolio.

**26. Double-Sided Documents**

All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution No. 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse...” all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County”.



**27. Living Wage**

Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

THIS SECTION LEFT INTENTIONALLY BLANK

#### IV. RESPONSE FORMAT AND ORGANIZATION

##### A. NUMBER OF RESPONSES

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

##### B. NUMBER OF COPIES

Offerors shall deliver one (1) original and seven (7) identical copies of their proposal to the location specified in Section II, Paragraph E on or before the closing date and time for receipt of proposals. If the Offeror prefers to provide the original via DropBox, only one submission of the proposal is necessary. <https://www.dropbox.com/request/xlkM7vEOfEVtYJ9so3gp>

##### C. PROPOSAL FORMAT

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 1/2 x 11 paper, with a font no smaller than 12 pt. pitch, with nominal 1" margins and normal line spacing. Proposals shall be placed within a binder with tabs delineating each section. Proposals received electronically must be comply with the format to allow printing on 8 1/2 x 11 paper and so forth.

##### 1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal (required—not counted in the 50-page limit)
- b) Table of Contents (required—not counted in the 50-page limit)
- c) Proposal Summary (optional—not counted in the 50-page limit)
- d) Response to *Scope of Work and Evaluation Criteria* – (limited to 50 pages)
- e) Response to County Terms and Conditions
- f) Appendices (not counted in the 50-page limit)
  - Campaign Contribution Disclosure Statement
  - Preferences and Certificates
  - Insurance Certificates
  - Additional Offeror Attachments (i.e., certifications/licensing, resumes, insurance)
- g) *Offeror's Cost Proposal (One in a separate sealed envelope with the original proposal submission only)*

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

***Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.***

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting organization.
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization.
- c) Identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization.
- d) Identify the names, titles, email address and telephone numbers of persons to be contacted for clarification.
- e) **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1. signed by the person authorized to contractually obligate the organization.
- f) Acknowledge receipt of any and all amendments to this RFP; and,
- g) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix D.

THIS SECTION LEFT INTENTIONALLY BLANK

## V. EVALUATION

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

### A. INFORMATION

#### Time Frame

The contract is scheduled to begin in or around June, 2021. Santa Fe County intends on awarding a contract with a term of two (2) years with the option to extend for two (2) additional one (1) year terms, not to exceed a total of four (4) years.

### B. 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 (Section II. B.) 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.
- Provide an organizational chart identifying reporting relationships as they relate to the banking services division, and how the division relates to all other services you provide.

#### 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 County.
- Describe assessments, protocols, policies, and banking practices that are relevant to the County's requirements.
- Describe the experience of the organization to perform the work required as per the scope of this RFP.
- Briefly summarize your firm's competitive advantage in the banking services industry.
- Provide resumes for any personnel who would be responsible for the day-to-day administration of the County's accounts.
- Provide a minimum of 3 references including contact information Please describe your contingency plans in the event of a natural disaster, fire, or act of terrorism.
- Do you have a physically separate back-up system? If yes, what is the location? How do you minimize system down time?
- Demonstrate the creditworthiness and total stability of your bank.
- Please describe your contingency plans in the event of a natural disaster, fire, or act of terrorism.

### 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 County's needs.
- Please provide sample reports
- 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.

### 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.

5. Offeror's proposal contains a valid NM State Resident Business Certificate, the preference in accordance with §13-4-2 NMSA 1978, will be applied.

6. Offeror's proposal contains a valid NM State Resident Veteran Business Certificate, the preference in accordance with §13-4-2 and §13-1-22 NMSA 1978, will be applied.

7. Offeror's proposal contains a valid Santa Fe County Preference Certificate, the preference in accordance with Santa Fe County Ordinance #2012-4, will be applied.

## C. 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. Provide a line-item budget by major categories for all other expenses. Describe the proposed interest rate and how it is computed on all accounts. Complete the fee scale attached as Appendix A and address all requirements on the fee scale

This cost proposal is informational for the County and a basis for opening negotiations with the successful Offeror.

## VI. EVALUATION

### A. EVALUATION POINT SUMMARY

The County will evaluate the content and substance of the Offeror's response to each evaluation factor and assign a numerical score not to exceed the maximum allowed score for that 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.

Proposals will be scored based upon the Evaluation Committee’s review and consideration of the Offeror’s response to each Evaluation Factor.

1. Introduction	<b>150</b>
2. Professional Competence & Specialized Experience	<b>350</b>
3. Evidence of Understanding Scope of Work	<b>400</b>
4. Past Performance	<b>100</b>
<b>TOTAL</b> (before preferences are applied)	<b>1000</b>

**PREFERENCES**

If a proposal contains an In-State Resident Business Certificate or Resident Veterans Business Certificate and/or Santa Fe County Business Certificate, the applicable preference will be applied.

5. Proposal contains a valid N.M. Resident  
Business Certificate .....**5 points**

**OR**

6. Proposal contains a valid Resident Veteran  
Business Certificate ..... **10 points**  
**AND**

7. Proposal contains a valid Santa Fe County  
Business Certificate .....**5 points**

**B. EVALUATION PROCESS**

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory 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 III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose

proposal is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

THIS SECTION LEFT INTENTIONALLY BLANK

**APPENDIX A****FEE SCALE**

Please provide pricing for the core banking services, listed below. Please provide an estimated monthly fee for each service listed. Also, please provide the AFP/TMA code(s) used, by your organization, to identify each item priced.

AFP/TMA Code	Core Banking Services	Unit Description	Monthly Volume	Price per Unit	Estimated Fee
	DDA Account Maintenance Fee	Account	20		
	DDA Account Statement (hardcopy)	Statement	44		
	ZBA Master Account Fee	Account	1		
	ZBA Subsidiary Account Fee	Account	7		
	Debits Posted	Transaction	1,933		
	Credits Posted	Transaction	273		
	ACH Debits Posted	Transaction	10		
	ACH Credits Posted	Transaction	146		
	On-Us Items	Transaction	1,137		
	Non On-Us Items	Transaction	11,017		
	Cash Deposited	Transaction	2,214		
	Charge Back/Returned Item Fee	Item	22		
	Charge Back/Returned Item - Remittance of Hardcopy	Item	22		
	Incoming Wires - Domestic	Transaction	1		
	Outgoing Wires - Domestic, Manual Process	Transaction	1		
	Outgoing Wires - Domestic, Initiated Online	Transaction	6		
	Stop Payments - Manual Process	Transaction	1		
	Stop Payments - Initiated Online	Transaction	5		
	Lockbox - Account Maintenance Fee	Account	1		
	Lockbox - Items Processed & Imaged	Item	3,436		
	Lockbox - Exception/Rejected Items Processing	Item	53		
	Lockbox - Online Retrieval of Check/Coupon Image	Image	20		
	Lockbox - Transmission of Data File	File	71		
	Account Reconciliation - Online Site Accessed	Times accessed	2,000		
	Account Reconciliation - Online Retrieval of Paid Check Image	Image	20		
	Account Reconciliation - Online Retrieval of Statement	Statement	20		
	Account Reconciliation - Online Retrieval of Deposit Slip Image	Image	5		
	Account Reconciliation - Online Retrieval of Returned Item Image	Image	22		
	Research - Conducted by Bank	Hour	1		
	Security Tokens - Online Access	Token	20		
	CD Rom - Monthly	CD Rom	2		
	<b>SUB-TOTAL CORE BANKING SERVICES</b>				



Please provide pricing for the additional banking services, listed below--i.e. special software/modules/subscription fees that may be required, by your firm, in order to provide full access, and functionality, of the online/internet processes described. Pricing should include a unit description which identifies the software/module/subscription fee as “one-time” or “monthly” and is applied to the number of users given in the “daily users” column. Also, please provide the AFP/TMA code(s) used, by your organization, to identify each item priced.

AFP/TMA Code	Software/Modules/Subscription Fees (as required)	Unit Description	Daily Users	Price per Unit	Estimated Fee
	Online Access - Base Fee		20		
	Account Reconciliation/Activity - Online		20		
	Wire Access/Transaction Processing - Online		8		
	Image Retrieval - Online (check, deposit, ret' d item, etc.)		20		
	Account Statement - Online Retrieval		20		
	Transfers Between Internal Accounts - Online		8		
	ACH Access - Online Debit Trans. (direct deposit, vendor pmt, etc.)		8		
	ACH Access - Online Credit Trans. (A/R billing)		8		
	Positive Pay Reporting & Exception Processing - Online		10		
	Lockbox Access - Transmittal/Image Retrieval - Online		8		
	<b>SUB-TOTAL SOFTWARE/MODULES/SUBSCRIPTION FEES</b>				

<b>Subtotal Core Banking Services</b>	
<b>Subtotal Software/Modules/Subscription Fees</b>	
<b>TOTAL ESTIMATED FEES</b>	

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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 representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

The following definitions apply:

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

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

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family member”** means spouse, father, mother child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: \_\_\_\_\_

Relationship to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
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

SANTA FE COUNTY INVESTMENT PLAN

APPENDIX D  
**SAMPLE AGREEMENT**

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN SANTA FE COUNTY AND \_\_\_\_\_  
TO PROVIDE BANKING SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between **SANTA FE COUNTY**, hereinafter referred to as the “County” and \_\_\_\_\_ whose principal place of business is located at \_\_\_\_\_, hereinafter referred to as the “Contractor”.

**WHEREAS**, the County Treasurer’s Office handles all banking, treasury, and investment activities and the County Finance Department handles accounts payable, accounts receivables, payroll, and financial reporting functions; and

**WHEREAS**, it is the County’s intention to minimize banking costs, improve operational efficiency and maximize its investment capabilities and requires banking services to achieve these goals; and

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal Request for Proposals (RFP) No. 2021-0047-TRS/CW for the provision of banking services; and

**WHEREAS**, based upon the evaluation criteria established within the RFP for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror; and

**WHEREAS**, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW, THEREFORE**, it is agreed between the parties:

**1. SCOPE OF WORK**

**A. GENERAL STATEMENT OF BANKING SERVICES REQUIRED**

- 1) The banking services shall be directed towards five major goals:
  - f) The safety and liquidity of County funds;
  - g) Maximum potential for interest earnings on operational funds;
  - h) The efficient utilization of available banking services;
  - i) The responsiveness and ability to provide high-quality banking services;
  - j) Minimization of banking costs for the County.
- 2) Collateral: The County requires a depository that is fiscally strong and able to provide the required services on an uninterrupted basis. County funds are public funds and require collateralization in accordance with NMSA, Section 6-10-21 and NMAC 2-60-4, in general, and as specifically delineated by the County’s Investment Policy. If funds are not swept to an agreed upon, SEC registered money market fund or overnight repurchase agreement account, all un-invested time and demand funds, which exceed current FDIC insurance coverage, Santa Fe County requires collateralized at 102% with securities specifically authorized pursuant to NMSA 6-10-7 and by the County’s Investment Policy. Authorized collateral shall include only:
  - d) Obligations of the U.S. Treasury.
  - e) Obligations of U.S. Agencies and Instrumentalities.

f) Irrevocable Letters of Credit Issued by the Federal Home Loan Bank of Dallas.

An independent third party institution, outside the bank's holding company, shall hold all securities pledged to the County, as collateral. Pledged securities shall be held on the books of the third party institution in the name of the County. The pledging bank will be contractually liable for securing and reporting the monthly market value of pledged securities, and for the continuous monitoring and maintenance of required margin levels. The pledging bank shall provide a monthly listing of pledged securities to the County Treasurer which shall include market values and complete security descriptions. The Contractor shall identify the third party institution that it intends to utilize for collateralization services, and shall fully disclose all associated costs for providing such services.

The depository shall be required to agree to all collateral requirements and the County's Investment Policy.

## B. OVERVIEW

The County currently maintains forty-one (41) bank accounts with our custody bank. The approximate average daily balances for these accounts are outlined in the chart that follows:

	Account Description	Account Type/Notes	Interest Bearing		Acct. Analysis		Approx Avg. Daily Bal.	Statement Cycle
			Yes	No	Yes	No		
1	SF OPERATIONS MAIN	Interest Bearing	*		*		\$15,000,000.00	Weekly
2	COUNTY TREASURER	ZBA Daily Sweep from Ops		*	*		\$0.00	Monthly
3	CREDIT CARD ACCOUNT	ZBA Daily Sweep to Ops		*	*		\$0.00	Monthly
4	LOCKBOX ACCOUNT	ZBA Daily Sweep to Ops		*	*		\$0.00	Monthly
5	WARRANT ACCOUNT	ZBA Daily Sweep from Ops		*	*		\$0.00	Daily
6	FIRE DEPARTMENT	Sweep from Ops (as Needed)		*	*		\$2,000.00	Monthly
7	COUNTY MANAGER	Sweep from Ops (as Needed)		*	*		\$10,000.00	Monthly
8	CORRECTIONS MAINTENANCE	Sweep from Ops (as Needed)		*	*		\$2,000.00	Monthly
9	INMATE TRUST FUND	Interest swept to Ops	*		*		\$440,000.00	Monthly
10	JUVENILE TRUST FUND	Interest swept to Ops	*		*		\$10,000.00	Monthly
11	BAIL BOND	Interest Bearing	*		*		\$50,000.00	Monthly
12	SFC HOUSING SERVICES ESCROW	Interest Bearing	*		*		\$20,000.00	Monthly
13	SFC PUBLIC HOUSING ESCROW	Interest Bearing	*		*		\$35,000.00	Monthly
14	SHERIFF BOND	Interest Bearing	*		*		\$250,000.00	Monthly
15	SHERIFF FORFEITURE	Interest Bearing	*		*		\$50,000.00	Monthly
16	SHERIFF WRIT	Interest Bearing	*		*		\$11,000.00	Monthly
17	GOB 2009 SERIES	Interest Bearing	*		*		\$135,000.00	Monthly
18	SFC HOUSING AUTHORITY	Interest Bearing	*		*		\$10,000.00	Monthly
19	ROAD PROJECTS	Interest Bearing	*		*		\$98,000.00	Monthly
20	S FE AFFORDABLE HOUSING FUND	Interest Bearing	*		*		\$1,625,000.00	Monthly
21	GOB 2011 REFUNDING SERIES	Interest Bearing	*		*		\$28,600.00	Monthly
22	GOB2013 Series A	Interest Bearing	*		*		\$520.00	Monthly
23	SFC REGION III JAG	Interest Bearing		*		*	\$10,000.00	Monthly
24	FLEXIBLE SPENDING TRUST	Interest Bearing		*		*	\$30,000.00	Monthly
25	ICS Operational	Interest Bearing	*		*		\$0.00	Monthly
26	ICS Operational Shadow	Interest Bearing	*		*		\$2,000,000.00	Monthly
27	ICS Payroll	Interest Bearing	*		*		\$0.00	Monthly
28	ICS Payroll Shadow	Interest Bearing	*		*		\$5,000,000.00	Monthly
29	Public Works	Interest Bearing	*		*		\$0.00	Monthly
30	GOB 2013 SERIES A	Interest Bearing	*		*		\$520.00	Monthly
31	GOB 2015 SERIES REFUND BOND	Interest Bearing	*		*		\$285.00	Monthly
32	GOB2018	Interest Bearing	*		*		\$68,000.00	Monthly
33	2019 GRT ACCT	Interest Bearing	*		*		\$24,000.00	Monthly
34	Wildland Fire	Sweep from Ops (as Needed)		*	*		\$12,000.00	Monthly
35	SELF INSURANCE PROGRAM	No Interest pd, no fees		*	*		\$1,750,000.00	Monthly
36	SF County Housing CDBG Funds	Interest Bearing	*		*		\$75,000.00	Monthly
37	PURCHASE DEBIT CARDS	Sweep from Ops (as Needed)		*	*		\$50,000.00	Monthly
38	SHERIFFS COMMUNITY FUND	No Interest pd, no fees		*	*		\$1,200.00	Monthly
39	Ambulance Billing	ZBA Daily Sweep to Ops		*	*		\$0.00	Monthly
40	Fire Permits	ZBA Daily Sweep to Ops		*	*		\$0.00	Monthly
41	KEEFE COMM	No Interest pd, no fees		*	*		\$75,000.00	Daily

Funds are “swept” from the Main Operations account to the Warrant account and to the County Treasurer account to cover disbursements. The Main Operations account has been used as a “clearing” account for receipt of funds from matured investments, before initiating a next-day transfer-out of those funds. The Main Operations account also receives “sweeps” of funds initially deposited in the Lockbox account, when active, and the Credit Card account, daily.

Most bank activity will occur in the Main Operations Account. This account may be swept to a SEC registered money market fund, or an overnight repurchase agreement account whenever the County Treasurer determines a need for such an account; however, the County has the right to sweep any, or all, accounts as deemed necessary to accommodate the County’s business processes. ACH (both incoming and outgoing), wires and securities transactions occur, for the most part, in the Main Operations Account, but can occur in both the County Treasurer account and the SFC Housing Authority account. Positive Pay has been established for Payroll and Accounts Payable checks clearing the Warrant Account, and for checks issued from the County Treasurer account. Additionally, Positive Pay has been established for the Inmate Trust

Fund account, and may eventually be required on all accounts. Reconciliation capabilities are currently required for all accounts.

- d) Gross receipt taxes are collected through the State and received and deposited monthly by ACH or Wire transfer. An average of \$6.5 million is received monthly, usually on the 15<sup>th</sup>.
- e) Approximately \$ 5.0 million is processed in payables monthly.
- f) The County has a bi-weekly payroll for approximately 957 employees totaling an average \$1.5 million. The County requires ACH payroll transactions for approximately 772 employees averaging \$1 million on a bi-weekly basis.

The County anticipates that it will maintain the current account structure. All account balance decisions will be made by the County Treasurer.

Any or all County funds may be maintained and invested by the County outside of this Agreement. The County Treasurer will be under no obligation to maintain funds in the bank except under a compensating balance situation.

Primary responsibility for administration of this Agreement within the County organization resides with the County Treasurer who shall monitor the bank's performance against provisions of the Agreement, including the Contractor's submitted proposal. The County Treasurer shall be responsible for administering the agreement with respect to day-to-day activities, including deposits and withdrawals, ACH and wire transactions, maintenance of account balances, daily reporting, etc. A list of County personnel authorized to deal directly with the bank shall be provided to the Contractor. The Contractor shall provide a similar list of key personnel authorized to make decisions for the bank to the County.

#### C. REQUIRED BANKING SERVICES

##### 1) Consolidated Account Structure with Sweep Mechanism

The County's banking transactions occur, for the most part, in the Main Operations account. This account serves as the "master" account for automated sweeps between operations-related accounts. Contractor shall automatically sweep funds both "from" and "to" specified ZBA or target-balance accounts, on both a daily basis and, to cover checks (warrants) in assuring that all its funds are earning the best, then-current interest rate available at all times. The County may require the ability to sweep to a money market fund or overnight repurchase agreement in order to procure this full investment goal. A SEC registered government, or enhanced government, money market fund or overnight repurchase agreements must be used for the sweep. If the bank has a valid alternative to a SEC money market fund it should be proposed. A repurchase agreement with the bank is acceptable as a sweep investment vehicle as long as the rate is competitive with fed funds and the securities purchased are equal to AAA rated government securities or U.S. Treasuries.

##### 2) Automated Cash Management Information Access

The County requires on-line cash management services and daily balance reporting for timely access to balance information and transactions. Minimum automated services shall comply with the foregoing and shall include:

- g) prior day summary balance reporting on all accounts,
- h) initiation and monitoring of stop pays,
- i) ACH fraud filter exception transactions,
- j) positive pay exception transactions,
- k) initiation and monitoring of account transfers, and



- 1) initiation and monitoring of wire transfers i.e. Federal Government transfers from DOJ, HUD, etc.
- 3) All statements shall be available on-line. Daily reporting shall include descriptive and image detail on all transactions, and summary account reporting shall include both ledger and collected balances, and include one-day float.

4) Standard Deposit Services

Standard commercial deposit services are required for all accounts. Deposits will consist of coin, currency and endorsed checks. The County requires same bank day credit on all cash (coin and currency) deposits. Coin may be deposited loose, or partially filled bags. Coins will not be rolled. The County averages one daily deposit by armored car. Locking deposit bags are required. The County will not encode checks. The County Treasurer may have a recurring need for strapped cash and coins.

All deposits received by the bank's established deadline shall be processed for same day credit. The Contractor shall also guarantee immediate credit on all incoming wire transfers, US Treasury checks, ACH transactions, on-us items, and U.S. government security maturities and coupon amounts.

The County expects all checks to clear based on the bank's current published availability schedule, but, any other availability policies shall be provided to the County. Failure to credit County accounts in a timely fashion shall require interest payment reimbursement to the County at the then current daily Fed Funds rate.

5) Standard Disbursing Services

Standard disbursing services for all accounts are required to include the payment of all County checks without charge upon presentation. Checks are written for operations, payroll and accounts payable through the Warrant Account and County Treasury Accounts. Checks are also issued from the Inmate Trust Fund, Juvenile Trust Fund, Sheriff's Bond Account, Sheriff's Writ Account and SFC Public Housing Escrow.

6) Positive Pay

To safeguard against fraudulent checks, positive pay services shall be provided. Positive pay is currently used for payroll and accounts payable in the Warrant Account. Positive pay is also used in the County Treasurer's Account, and the Inmate Trust Account. The County requires positive pay services to provide complete indemnification for fraudulent checks.

7) Wires and Funds Transfer Services

The County currently has approximately four outgoing repetitive wires, per month, from the main operations account. Some outgoing, non-repetitive wires for purchases, and some non-repetitive incoming wires for revenue, may also be required. Incoming wire transfers shall receive immediate same day collected credit. Wire initiation and monitoring shall be available on-line. The County requires compensation for delays caused by bank errors at the day's Fed Funds rate.

8) Optical Imaging

The County requires optical imaging for all accounts that issue checks.

9) ACH Services

ACH services are required. ACH transactions (both incoming and outgoing) are currently being processed in both the main operations, and the County Treasurer's accounts. The County requires the ability to initiate both debit and credit ACH transactions in order to accommodate the County's business processes for direct deposit, vendor payments, distribution of property tax, and utilities and tax billings. The County requires the ability to accept or reject any ACH transactions initiated by anyone other than authorized County personnel.

10) Lock Box

The County requires the Contractor to incorporate a lockbox service for Tax Collections into the banking arrangement but may not choose to use the service. The County currently bills 65,000 customers on a computer generated, bar coded statement, with payment coupons. The Contractor shall create a posting file compatible with the County's software, with data scanned from the payment coupons.

It is critical that the lockbox encoding and reporting provide full information for research on individual checks which are returned or imaged after processing. It is critical that batch references enable the County to facilitate that research. All items processed thru the lock box shall be posted to the credit of Santa Fe County on the same business day.

11) Account Analysis

Monthly account analysis reports shall be provided for each account, together with a consolidated account analysis report by the fifth business day after calendar month end. Within five business days of receipt of the monthly account analysis (and subsequent approval of the fees by County) the bank may direct debit the designated account for fees due if compensation is being calculated on straight fees.

A complete account analysis shall be required monthly regardless of the payment basis.

12) Monthly Statements

The Contractor shall provide daily, weekly and/or monthly account statements, as needed, on all accounts. Hard copy statements shall include complete supporting documentation. Statements shall be received by the second business day of the succeeding month, and shall be available online.

At a minimum, the following information will be required for each account statement:

- j) Imaged detail of all debit and credit transactions;
- k) Images of all cleared checks;
- l) Full wire and ACH trailer information, if not remitted previously;
- m) Images of all deposit slips
- n) Beginning and ending balances, and average daily balances;
- o) Copies/images of all transactions performed by bank personnel.

13) Account Executive

To insure smooth contract implementation and continuation of services, a specific account executive and a back-up shall be assigned to the County Treasurer's account to coordinate services and expedite the solution of any problem encountered. The account executive shall be available to County staff on banking matters as needed and at regularly scheduled monthly meetings which are required.

14) Overdrafts

Every effort shall be made to eliminate intra-day and inter-day overdrafts.

15) Return Item Debits (Checks/ACH)

Complete information shall be provided for all returned item debits, whether returned check items, or ACH reversals. Original paper copies of all returned checks shall be mailed to the County. Images of all returned checks shall be made available online through account inquiry. Descriptions of ACH reversal shall contain the payee name, reason for return, and the customer reference number as detailed within the original ACH file.

16) Stop Payment Requests

The County currently averages (5) five stop pays a month. An online stop payment process shall be provided by the Contractor.

17) Courier or Armored Car Service

The Contractor shall provide courier or armored car services. The courier shall deliver the County Treasurer's deposit to the bank each business day (from one County deposit location).

21. Merchant Card Services

The County is currently accepting credit/debit card payments for property taxes, via the Santa Fe County online site, and over-the-counter payments. The Contractor shall create and host a payment site for credit/debit card transactions. Additionally, the County may wish to consider using credit/debit cards in payment of County services not related to property taxes.

## **2. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

## **3. COMPENSATION, INVOICING AND SET-OFF**

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
- 2) The County reserves the right to utilize either a direct fee basis (per item) or a compensating balance basis (or a combination of each) for payment of services under this Agreement. The County reserves the right to change the fee methodology during the contract period upon no less than 30 days' written notice (via email or fax) to the Contractor with the change commencing

the first of the next following month. This will enable the County to take advantage of changing interest rate environments.

- a) When a direct fee basis is used as the basis for compensation, fees will be paid as a direct debit to a designated account after a five-day County review and approval of the account analysis charges.

The Contractor shall provide the County with an “account analysis statement” within five business days after calendar month-end. Within five business days of the County’s receipt of the monthly account analysis statement, County staff will review the proposed fees, and will either agree or disagree with the amount to be charged. When the County has approved the final monthly account analysis fee, the Contractor shall initiate a direct debit in the Main Operations account for the agreed upon amount.

- b) When a compensating balance basis is used for the basis of compensation, the County will require monthly carry-over of balances.

All operations-related accounts shall be swept to their targeted compensating balance prior to computation of net monthly banking fees due.

- c) Regardless of the payment methodology a monthly account analysis shall be required.
- d) All item and account charges shall remain at the price quoted for the duration of this Agreement regardless of changes in service volumes during the term of this Agreement. Should new services be required during the contract period not initially contemplated, those services will be provided at fees not more than the Contractor’s then current published rate and must be approved by the County Treasurer. Any changes in fees for the remaining extension periods shall be negotiated and approved by the County Treasurer in writing. The rate increase in any extension period shall not exceed Consumer Price Index (CPI) increases (for the Western Region) during the same period, as reported by the Bureau of Labor Statistics.

- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County’s receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

### **3. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate two (2) years later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for two (2) additional years upon the approval of the County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the initial Agreement.

Fees and service charges included in this Agreement shall remain in effect for the initial two-year period; however, any Federal Reserve service charge increase may be passed through to the County upon 30-day written notice. Should new services be required during the contract period not contemplated by this Agreement, those services will be provided at fees not more than the bank's then current published rate. Any changes in fees for the two optional extension periods will be negotiated and must be approved by the County Treasurer in writing. In no instance will the rate increases in extension periods exceed the CPI increases during the same periods as reported by the Bureau of Labor Statistics.

### **5. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

### **6. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **7. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

## **8. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## **9. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

## **10. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

## **11. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

## **12. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by

the Contractor without the prior written approval of the County.

## **13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

## **14. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

#### **15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

#### **16. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

#### **17. NOTICE OF PENALTIES**

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

#### **18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

#### **19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

#### **20. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and

records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## **21. INDEMNIFICATION**

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## **22. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

## **23. NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:	Santa Fe County Office of the County Treasurer 102 Grant Avenue Santa Fe, New Mexico 87501
----------------	---

To the Contractor:

## **24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:



A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

## **25. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

## **26. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

## **27. INSURANCE**

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

E. Professional Liability [Errors and Omissions Insurance]. The Contractor shall procure and maintain during the life of this agreement professional liability (errors and omissions) insurance, with policy limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 per aggregate.

## **28. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

## **29. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

### **30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

### **31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS,**

The Contractor hereby irrevocably appoints \_\_\_\_\_, located at \_\_\_\_\_, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

### **32. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first written above.

### **SANTA FE COUNTY**

\_\_\_\_\_  
Henry P Roybal, Chair  
Santa Fe County Board of Commissioners

\_\_\_\_\_  
Date

### **ATTESTATION:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

\_\_\_\_\_  
Date

### **APPROVED AS TO FORM:**

\_\_\_\_\_  
Gregory S. Shaffer  
County Attorney

\_\_\_\_\_  
Date

### **FINANCE DEPARTMENT:**

\_\_\_\_\_  
Yvonne S. Herrera  
Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**APPENDIX E**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**  
**Banking Services for the Treasurer's Office**  
**RFP No. 2021-0047-TRS/CW**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **January 26, 2021**. 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 County's written responses to those questions as well as RFP amendments, if any are issued.

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

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

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

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

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

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

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

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

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

Coralie Whitmore, Procurement Specialist, Senior  
Santa Fe County Purchasing Division  
102 Grant Avenue, P.O. Box 276  
Santa Fe, New México 87504  
(505) 986-6337  
[cgwhitmore@santafecountynm.gov](mailto:cgwhitmore@santafecountynm.gov)

## APPENDIX F

### Resident Veterans Preference Certification

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

**Please check the box below:**

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 allows me the 10% preference discount on this solicitation. 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, which awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award 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.

\_\_\_\_\_  
(Signature of Business Representative) \*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20120

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**APPENDIX G**  
**OFFEROR'S ATTACHMENTS**