



REQUEST FOR PROPOSALS (RFP)

**Financial Investment Services
for Roosevelt County**

RFP #2021-07

Released: Oct. 29, 2021

Proposal Submittal Due Date: Nov. 30, 2021 at 2 p.m.

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Roosevelt County invites written proposals from those individuals/firms desiring to work with the County Treasurer to provide Financial Investment Services for the County. Roosevelt County is seeking proposals for a non-exclusive contract for Financial Investment Services, and County reserves the right to select more than one proposal for Financial Investment Services.

B. SCOPE OF WORK

The individuals/firms will work with the Treasurer to assure all investments fall within the guidelines of the most current Investment Policy (Section F) approved by the Roosevelt County Board of Commissioners.

The summary of services required is as follows:

- Actively manage County's investments as per the County's investment policy and work directly with the Roosevelt County Treasurer;
- Monitor, analyze, and project cash flow needs to anticipate fund expenditure requirements and maximize the safety, liquidity and return on funds available for investment;
- Provide assistance in developing and implementing investment strategies that will maintain or enhance portfolio quality and performance within the parameters of the County Investment Policy;
- Arrange for safekeeping of securities: All securities owned by the County shall be held in safekeeping by a third party, acting as an agent for the County under the terms of a custody agreement or professional services agreement;
- Possess in-house capability or use external resources to evaluate the performance of money managers throughout the United States;
- Ability to provide other financial services as required;
- Is compensated on a fee (agent only) basis negotiated between the portfolio manager and Treasurer; or receives commissions, mark-ups, or other compensation from the issuer of the securities purchased for the County;
- Assure direct communication and timely response to the Treasurer and her staff;
- Provide detailed reports of investment activity and performance quarterly, and annually;
- Agrees to meet personally with the Board of Commissioners at the request of the Treasurer. Commission meetings are held on the 1st and 3rd Tuesdays of each month; such meetings shall address, at a minimum:
 1. The allocation of investments within the portfolio, earnings performance, costs and fees, management strategy, and specific recommendations for ongoing management of the portfolio.
 2. Presentations may include the portfolio managers views on developments within the national/local economies, the securities markets and the potential effects of these developments on investment strategy, portfolio maturities, potential amendments to the Investment Policy and other fiscal matters;
- Agree to provide the Treasurer with quarterly investment reports in a format specified by the Treasurer and shall be submitted within ten (10) days following the end of the previous month.

Reports shall include all investment accounts and items such as: showing total amount invested; cost basis and market value of each security; amount invested in each type of security; par/maturity value and schedule of the portfolio; trade and acquisition dates; security descriptions; yield and cash flow analysis of the portfolio; the time weighted return for each reporting period, the weighted average maturity (WAM) of duration where applicable, and other items as determined by the Treasurer.

- Agrees to provide the Treasurer with the **end of fiscal year** monthly report in a format specified by the Treasurer and shall be submitted within five (5) days following the end of the previous month;
- Agrees to submit the performance evaluation of the fund manager(s) used in the portfolio he/she manages to the Treasurer on an annual basis;
- Perform educational or informative workshops as requested; and
- Review the County's Investment Policy and makes recommendations for amendments and updates as appropriate.

C. SCOPE OF PROCUREMENT

The scope of procurement consists of providing non-exclusive Financial Investment Services for the County by individuals/firms desiring to work with the County Treasurer. The duration of the contract resulting from this RFP shall be for one (1) year from the date of award. This Contract can be renewed on an annual basis, for up to three (3) additional one (1) year terms at the discretion of both parties. Further provided, this contract may be terminated by either party, with or without cause upon thirty (30) days written notice. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. If the amount of any contracts is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight (8) years, including all extensions and renewals.

D. PROCUREMENT OFFICER

1. Roosevelt County has assigned a Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Liliana Rivera, Certified Procurement Officer
Address: Roosevelt County
109 W. First St.
Portales, NM 88130
Telephone: (575) 356-5307
Fax: (575) 356-8307
Email: lriviera@rooseveltcountry.com

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Officer. Offerors may contact **ONLY** the Procurement Officer regarding this procurement. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of the Roosevelt County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered

directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Officer be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Agency” means Roosevelt County.

“Award” means the final execution of the contract document.

“Board of County Commissioners” (also “BCC”) means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

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

“County” means the County of Roosevelt, State of New Mexico.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

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

“Evaluation Committee Report” means a report prepared by the Procurement Officer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means 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.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel.

“Local Public Body” means every political subdivision of the State of New Mexico and the agencies, instrumentalities, school districts and local school boards and municipalities.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

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

“Procurement Officer” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency of the County” means the department or other subdivision of the County of Roosevelt that is requesting the procurement of services or items of tangible personal property.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

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

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

“Responsive Offer” or means an offer 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.

“Sealed” means, in terms of a non-electronic submission, in that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The County reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Officer in such cases.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offeror’s proposals. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated links:

New Mexico Procurement Code

<https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment/BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBplTCIBFRQ3AT0otojlzYANkIDCSNNACEyPoTC4EbDtypFCAMp5SAIW4AlAKIAZIwDUAggDIRR2qTAAjaKWxxq1IA>

Roosevelt County Purchasing and Procurement Policy

<https://www.rooseveltcounty.com/wp-content/uploads/2021/06/2021-34PurchasingProcurementPolicy.pdf>

Roosevelt County Board of Finance Investments and Deposits Policy

<https://www.rooseveltcounty.com/wp-content/uploads/2021/06/2021-33RevisionInvestmentPolicy.pdf>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

B. Action	Responsible Party	Date
1. Issue RFP	Procurement Officer	Oct. 29, 2021
2. Return of “Acknowledgement of Receipt” Form for Distribution List	Potential Offerors	Nov. 8, 2021
3. Deadline to submit Questions	Potential Offerors	Nov. 17, 2021
4. Response to Written Questions	Procurement Officer	Nov. 19, 2021
5. Submission of Proposal	Potential Offerors	Nov. 30, 2021(Tues.) 2:00 p.m.
6. Proposal Evaluation	Evaluation Committee	Dec. 1, 2021
7. Notification of Finalists/ Interviews (if desired)	Evaluation Committee	Dec. 2, 2021
8. Best and Final Offers (if requested)	Finalist Offerors	Dec. 3, 2021
9. Contract Negotiations (if needed)	Finalist Offeror/County	Dec. 3, 2021
10. Contract Awards*	Finalist Offeror/BCC*	Dec. 7, 2021
11. Protest Deadline	Offerors	Dec. 22, 2021

*Contract award is subject to approval of the Board of County Commissioners.

C. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of Roosevelt County on Oct. 29, 2021.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Officer by 2:00 PM MST or MDT as indicated in the sequence of events.

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

3. Pre-proposal Tours

There will NOT be a mandatory pre-proposal conference held for this RFP.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Officer as to the intent or clarity of this RFP until 2:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Officer as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: <http://www.rooseveltcounty.com>.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON NOV. 30, 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 Officer at the address listed in Section I, Paragraph D1. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Financial Investment Services for Roosevelt County and 2021-07 and marked "DO NOT OPEN". 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. Proposals will not be opened prior to the deadline. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required County signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals

received. During this time, the Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Notification of Finalists

The Evaluation Committee may select and the Procurement Officer would then notify the finalist Offerors as per schedule Section II. A. Sequence of Events or as soon as possible. Only finalist will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A. Sequence of Events or as soon as possible.

10. Finalize Contractual Agreements

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

11. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement(s), the BCC must approve the contract(s) during a public meeting as per the schedule in Section II. A. Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Procurement Office.

The contract(s) shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Roosevelt County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate County approval.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting

exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Protest Manager
109 W. First St.
Portales, NM 88130

Protests received after the deadline will not be accepted.

D. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the County before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Officer and signed by the Offeror's duly authorized representative. 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 for services, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 §57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

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

9. No Obligation

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

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency 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 terminations 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 Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Officer.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

Any contract between the County and an offeror will follow the format specified by the County and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the County reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror(s). The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resulting contract.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion. Please see Section II.C.15 for requirements.

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of a potential Offeror(s) to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

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

20. Notice of Penalties

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

21. County Rights

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

22. Ownership of Proposals

All documents submitted in response to the RFP shall become property of Roosevelt County.

23. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring County's written permission.

24. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.47, Response to Written Questions).

25. Use of Electronic Versions of this RFP

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

26. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.insurennewmexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of County Commissioner Dennis Lopez, Rodney Savage, Tina Dixon, Paul Grider, or Lewis “Shane” Lee; Sheriff Malin Parker, Treasurer Layle Sanchez, Assessor George Beggs, Clerk Mandi Park, Probate Judge Kendall Terry. Failure to complete and return the signed unaltered form will result in disqualification.

28. Letter of Transmittal

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

29. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, §13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

***An agency shall not award a business both a resident business preference and a resident veteran business preference.**

III. 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 five (5) identical copies of their proposal to the location specified on or before the closing date and time for receipt of proposals. The original copy should be clearly marked “Original” on the front cover and shall contain original signatures.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder):

- Signed Letter of Transmittal
- Table of Contents
- Proposal Summary (Optional)
- Response to Contract Terms and Conditions
- Offeror’s Additional Terms and Conditions
- Response to Specifications(**except cost information which shall be included in Cost Proposal Separate SEALED and labeled envelope**)
- Signed Campaign Contribution Form
- New Mexico Preferences (If applicable)
- Other Supporting Material (If applicable)

Cost Proposal:

Offerors should address all costs and fees as specified in Section IV. B 6 and submit this information **in a sealed and labeled envelope**. Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, fees or expenses must occur only in a separate sealed envelope.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section II.29, above, for more information.

2. Resident Veterans Preference Certificate

A complete and signed Resident Veterans Preference Certificate **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying Resident Veteran. See Section IV.C.4 for more information.

3. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.6, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.B.7 through IV.B.8, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

B. MANDATORY REQUIREMENTS

1. Institutional Investing Experience (150 Points)

- a. Portfolio size
- b. Short bio on people directly expected to work directly with Roosevelt County investments
- c. Previous performance history with a government agency
- d. Products and services
- e. Investment emphasis as it pertains to county government investments

2. Safekeeping: (125 Points)

- a. Ability to arrange safekeeping within services provided

3. General Qualifications and Knowledge (200 Points)

- a. Education
- b. At least five years of related experience
- c. Provide one, three, and five-year performance data for portfolios having investment guidelines similar to those of the County
- d. Knowledge of County environment
- e. Familiarization of New Mexico statutory requirements for investing

4. Capability and Agreement to Perform (0 Points)

Offeror certifies that they are capable and qualified to provide the services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix C. A statement of concurrence is required.

5. Insurance (0 Points)

The Contractor shall secure insurance coverage to meet the specifications outlined in the contract found in Appendix C. All insurance policies of the Contractor shall be endorsed to waive all rights of subrogation against Roosevelt County. Contractor shall require all of its subcontractors, if allowed under the contract, to provide the coverage listed below as well as any other coverage that the Contractor might consider necessary. Any deficiency in the coverage or policy limits of the subcontractors will be the sole responsibility of the Contractor.

The Contractor shall provide the County original certificates of such coverage and receive notification of approval of those certificates by the County Manager prior to engaging in any activities under this contract. The successful Contractor shall furnish to the County the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract. The certificates must list the County as an additional named insured and shall have no less than thirty (30) days written notice of cancellation or material change. The certification or proof of insurance must contain a provision for notification to the County thirty (30) days in advance of any material change in coverage or cancellation.

6. Cost (200 Points)

- a. Billable charges
- b. Overhead cost
- c. Fees
- d. Relevant cost to County portfolio
- e. Fee basis cost analysis based on County portfolio

7. Desirable Specification

- a. Communications and Reporting **(75 Points)**
 - i. Ability to meet personally with the Treasurer at least quarterly and Board of Commissioners at least bi-annually
 - ii. Plan for communications with Treasurer's Office
 - iii. Favorable history of meeting reporting requirements
- b. Attendance and Availability: **(75 Points)**
 - i. Accessibility
 - ii. Demonstrated history of responsiveness to governmental clients

8. References (75 Points)

Offeror should provide names and current contact information for at least three (3) local public bodies for which your firm has provided similar services. Offeror must also describe the type of service provided to each, when the service was performed and the duration of the service.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIXD. The form **must** be completed and must be signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIXB)

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Statement of Qualifications	150
IV.B.2	Safekeeping	125
IV.B.3	General Qualifications and Knowledge	200
IV.B.4	Capability and Agreement to Perform	0*
IV.B.5	Insurance	0*
IV.B.6	Cost	200
IV.B.7.a	Communications and Reporting	75
IV.B.6.b	Attendance and Availability	75
IV.B.7	References	75
IV.D.1	Letter of Transmittal Form	0*
IV.D.2	Campaign Contribution Disclosure Form	0*
TOTAL		900

*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.A.1 through V.C.3, below, as indicated.

B. REFERENCES

Based upon the initial evaluation and ranking, references will be contacted for the top ranked offerors

C. INTERVIEWS

Based upon the initial evaluation and ranking, offerors may be invited to attend interviews on a date to be announced. Offerors selected for an interview will be notified as soon as possible.

D. NEGOTIATIONS

County reserves the right to seek clarification of each proposal, and the right to negotiate the final contract(s) which are in the best interests of the County, considering cost effectiveness and the level of time and effort required for the project. Contract negotiations with the offeror(s) with the highest ranked proposal(s) shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance;
2. A maximum, not-to-exceed contract price which is consistent with the proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity, and nature of the Services.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the offeror with the next highest ranked proposal. If the second, or if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated.

E. EVALUATION FACTORS

1. Letter of Transmittal

Pass/Fail only. No points assigned.

2. Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

3. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, §13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

E. EVALUATION PROCESS

1. An Evaluation Committee selected by the Procurement Officer will review, evaluate and rank the proposals.
2. All Offerors' proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
3. The Procurement Officer may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the County taking into consideration the evaluation factors in Section IV will be recommended for award(as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A
REQUEST FOR PROPOSAL

Investment Management Services for Roosevelt County
2021-07
ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he 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 Officer no later than 2:00 PM Nov. 8, 2021. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Liliana Rivera, Certified Procurement Officer
2021-07
Roosevelt County
109 W. First St.
Portales, NM 88130
E-mail: lrivera@rooseveltcountry.com

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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.

“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: _____

Relation 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) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C
SAMPLE CONTRACT

**Investment Management Services Contract
Between
Roosevelt County
And**

This Agreement is made and entered into by and between ROOSEVELT COUNTY (hereinafter, "County") and _____ (hereinafter referred to as "Contractor"), on this the 7th day of December, 2021.

RECITALS

Whereas, the County has determined that there is a need for professional services to assist the County in determining the qualifications of and the selection process for deposit of public moneys; and

Whereas, the County has determined that this requires an independent contractor and not a county employee, and the services of the contractor should be established by a contract to a qualified party; and

Whereas, the Contractor has applied for, met the qualifications for, and had been otherwise duly approved to fulfill the contract position of Contractor for this specific purpose.

Now Therefore, the parties, mutually agree to the terms and conditions as follows:

SERVICES TO BE PROVIDED

1.0 Contractor will work with the County Treasurer to provide Financial Investment Services for the County within the confines of the Roosevelt County Investment Policy in place at the time of execution of this agreement.

1.1 The summary of Services required is as follows:

The summary of services required is as follows:

- Actively manage County's investments as per the County's investment policy and work directly with the Roosevelt County Treasurer;
- Monitor, analyze, and project cash flow needs to anticipate fund expenditure requirements and maximize the safety, liquidity and return on funds available for investment;
- Provide assistance in developing and implementing investment strategies that will maintain or enhance portfolio quality and performance within the parameters of the County Investment Policy;
- Arrange for safekeeping of securities: All securities owned by the County shall be held in safekeeping by a third party, acting as an agent for the County under the terms of a custody agreement or professional services agreement;
- Possess in-house capability or use external resources to evaluate the performance of money managers throughout the United States;
- Ability to provide other financial services as required;
- Is compensated on a fee (agent only) basis negotiated between the portfolio manager and Treasurer; or receives commissions, mark-ups, or other compensation from the issuer of the securities purchased for the County;
- Assure direct communication and timely response to the Treasurer and her staff;
- Provide detailed reports of investment activity and performance quarterly, and annually;

- Agrees to meet personally with the Board of Commissioners at the request of the Treasurer. Commission meetings are held on the 1st and 3rd Tuesdays of each month; such meetings shall address, at a minimum:
 3. The allocation of investments within the portfolio, earnings performance, costs and fees, management strategy, and specific recommendations for ongoing management of the portfolio.
 4. Presentations may include the portfolio managers views on developments within the national/local economies, the securities markets and the potential effects of these developments on investment strategy, portfolio maturities, potential amendments to the Investment Policy and other fiscal matters;
- Agree to provide the Treasurer with quarterly investment reports in a format specified by the Treasurer and shall be submitted within ten (10) days following the end of the previous month. Reports shall include all investment accounts and items such as: showing total amount invested; cost basis and market value of each security; amount invested in each type of security; par/maturity value and schedule of the portfolio; trade and acquisition dates; security descriptions; yield and cash flow analysis of the portfolio; the time weighted return for each reporting period, the weighted average maturity (WAM) of duration where applicable, and other items as determined by the Treasurer.
- Agrees to provide the Treasurer with the **end of fiscal year** monthly report in a format specified by the Treasurer and shall be submitted within five (5) days following the end of the previous month;
- Agrees to submit the performance evaluation of the fund manager(s) used in the portfolio he/she manages to the Treasurer on an annual basis;
- Perform educational or informative workshops as requested; and
- Review the County's Investment Policy and makes recommendations for amendments and updates as appropriate.

1.2 This Contract is not an exclusive professional services contact.

PERIOD OF PERFORMANCE

a. The initial contract period will be from Dec. 7, 2021 through Dec. 6, 2022. This contract may be renewed with the agreement of all parties under the same RFP annually for a period not to exceed four (4) years from date of award. However, neither party is required to automatically renew the contract at its expiration.

2.1 Either party may terminate this agreement with thirty (30) days written notice prior to said termination.

PLACE OF PERFORMANCE

3.0 Contractor
 Contact
 Physical Address
 City, State, ZIP
 Phone Number
 Email Address

CONTRACT PRICE

4.0 Contractor through the procurement process has been awarded this contract based upon Request for Proposal (RFP) No. 2021-07. Pursuant to the Contractor's Fee Proposal in said RFP, Contractor will be compensated pursuant to schedule "A" attached hereto and Pursuant to that schedule; There are no termination fees unless an account is closed in less than one year. Accounts terminating in the first year will be charged the full year's estimated fee less any monthly fees taken to the date of closing. Any fees for services that are not covered in this schedule will be disclosed in a separate schedule or agreed to on an individual basis based upon account circumstances.

NOTICES AND INVOICES

5.0 All notices to County that may be required as part of this agreement as well as invoices for services performed shall be delivered to:

**Roosevelt County Administration
109 West First Street, 3rd Floor
Portales, NM 88130**

5.1 All notices to Contractor that may be required as part of this agreement shall be delivered to:

Contractor
Mailing Address
City, State, ZIP

ASSIGNMENT OF CONTRACTUAL RIGHTS OR OBLIGATIONS

6.0 The Contractor shall not assign its interest or duties under this Agreement during the term of said agreement.

SUBCONTRACTING

7.0 The Vendor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.

INDEPENDENT CONTRACTOR

8.0 Nothing in this Agreement is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Contractor as an agent, representative or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the county and shall not bind the County in any respect.

THIRD-PARTY BENEFICIARY

9.0 It is agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create on behalf of the public or any member thereof the status neither of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this contract.

INDEMNIFICATION AND PROFESSIONAL LIABILITY INSURANCE

10.0 Contractor agrees to indemnify and hold harmless the County from any and all claims, suits, and causes of action that may arise from Contractor's performance under this contract unless specifically exempted by New Mexico law. Contractor further agrees to hold harmless the County from all personal claims for any injury or death sustained by Contractor and Contractor's employees, agents, or other representatives while engaged in the performance of this contract.

10.1 Contractor agrees to maintain and furnish the County with copies of its current errors and omission's insurance policy in effect at the request of the County.

COMPLIANCE WITH GOVERNING LAWS

11.0 This Agreement is to be performed in the State of New Mexico and the County of Roosevelt, and shall be construed under the Laws of the State of New Mexico and Roosevelt County. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Agreement. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicaps; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR part 80 (relating to race, color, and national origin), 45 CFR part 84 (relating to handicap), 45 CFR part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

PROCUREMENT CODE

12.0 The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

12.1 As per the Procurement Code, § 13-1-129, NMSA 1978 as amended, Contractor hereby agrees to allow other County entities to procure the items provided for in this contract under this existing contract for the specified quantities. As such, Counties other than the contracting County of Roosevelt can utilize the price agreement that this contract allows without complying with certain competitive bid requirements.

NON-APPROPRIATION

13.0 The County's obligation to make payments under the terms of this Agreement is contingent upon its appropriation of sufficient funds to make those payments. If the County does not appropriate funds for the continuation of this Agreement, this Agreement will terminate upon written notice of the effect to the Contractor. The County Board's determination that sufficient funds have not been appropriate is firm, binding and not subject to review.

SEVERABILITY

14.0 If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Agreement shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Agreement terms, or if the purpose of the Agreement can no longer be carried out by either party, the Agreement is void and no damages shall accrue to either party.

ATTORNEY'S FEES

15.0 In the event it becomes necessary to resolve any disputes arising from this Agreement, and litigation ensues as a result, the non-prevailing party in the ensuing litigation shall indemnify the prevailing party, by paying all reasonable attorney fees and cost of court.

WAIVER

16.0 Any waiver by the County of any breach of any covenant, term, or condition in this Agreement to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a default for any succeeding breach either of the same covenant, term, or condition or another. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

BINDING AFFECT OF AGREEMENT

17.0 Both parties agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors of the parties.

MERGER OF PRIOR AGREEMENTS

18.0 This Agreement incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Agreement. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.

COOPERATION

19.0 All parties hereto will fully cooperate with the other and their respective counsel, accountants, and agents in connection with any steps required to be taken under this Agreement.

FORCE MAJEURE

20.0 In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party's whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their official acts by their respective representative, each of which is duly authorized to execute the same.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

AGREED TO AND ACCEPTED AS STATED ABOVE:

ROOSEVELT COUNTY

Contractor:

By: _____
Signature of Authorized Representative

Amber Hamilton
County Manager

Date

Signature of Authorized Representative

By: _____
Title: _____

Date

By: _____
Signature of Authorized Representative

Layle Sanchez
Treasurer

Date

Approved as to legal form:

Randy Knudson, Roosevelt County Attorney

APPENDIX D

LETTER OF TRANSMITTAL FORM

APPENDIX D
Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

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

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

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

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

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

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

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

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

_____, 2021
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX E
RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, §13-1-21 (as amended).

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

Please check one box only

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference 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 NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans 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 for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.