Roosevelt County
Established 1903

REQUEST FOR PROPOSALS (RFP)

Banking Services
for Roosevelt County

RFP#2026-01
Released: Sept. 11, 2026

Proposal Submittal Due Date: Oct. 9, 2026 at 2 p.m.

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Roosevelt County invites written proposals from qualified banking institutions interested in providing comprehensive banking services for Roosevelt County. Through this contract the County intends to minimize banking cost, improve operational efficiency, and maximize depository services and earnings capabilities. This RFP represents the cash management goals, specifies all banks' required qualifications, the banking services required, the estimated activity volumes on major accounts, the method and terms of compensation, submission instructions and the contract award provisions.

All information provided on the number of transactions is based upon historical or anticipated activity to the best of the County's knowledge. Although this is the County's best estimate of volume, the County does not guarantee these volumes. This document is intended to convey the County's specific requirement, but is not intended to provide total detail.

Detailed specifications are detailed within this RFP under this section.

B. SCOPE OF WORK

1) **SCOPE OF SERVICES.**
   A. Bank shall maintain a full-service banking location within Roosevelt County with either a branch serving the City of Portales, or a courier service provided at no cost to County to include all County departments and Elected Official Agencies.
   B. Bank will provide all banking services with a repurchase agreement whereby money deposited by County is automatically swept into an interest-bearing account on a daily basis, which satisfies the requirements of Section 6-10-36E, NMSA 2008.
   C. Bank shall provide internet banking services in real time where County can check balances, transfer money between accounts at Bank, print copies of any checks or deposit slips, print activity statements and initiate stop payment requests.
   D. Bank will process A.C.H. files (going out and coming in) for direct deposit of payroll, tax payments, etc. in standard NACHA format transferred via a secured internet connection.
   E. Bank shall follow the following guidelines established by the State Board of Finance for the State of New Mexico to ascertain the level of collateral required. Determination of the collateral levels must be determined every calendar quarter, during the term of this contract, prior to the County Board of Finance Meeting.

Ratios	50%	75%	102%
Primary Capital Assets	Above 6.0%	5.0%-6.0%	Less than 5.0%
Net Operating Income/ Total Average Assets	Above 6.5%	.51%-.61%	Less than .51%
Non-Performing Loans/ Primary Capital	Under 35.0%	35.0%-49.9%	Above 49.9%

F. Bank shall accept deposits by County or any agency or branch of County, at a branch or through remote deposit for credit on that business day until at least 2 P.M., Mountain Standard Time.
G. Bank shall make available an electronic statement on all accounts by the fifth date of each month.
H. Bank shall follow and comply with all guidelines set/established by the State Board of Finance for the State of New Mexico in ascertaining the level of collateral required for County's funds and, will determine the required collateral level on a monthly basis. Collateralization reports on County's investments will be provided to the County Treasurer on the first and fifteenth business day of each month for the first six (6) months of this Contract and thereafter on the first business day of each month. At no time shall the par value of securities pledged less insurance coverage provided by the Federal Government be less than that required under State Law. Bank must maintain a Collateral Security Agreement under current interpretations of FIRREA that fully protects the County's interest.
I. Bank shall provide other banking services, including provide guidelines for any provisions or restrictions of daily cash deposits over a certain dollar amount, guidelines on how to handle opening and closing of accounts, when necessary meet with the Roosevelt County Treasurer, Finance Specialist, County Manager, Chief Deputy Treasurer, and/or other County officials, and including the use of cash counting machines, all as set forth in the County's RFP, which is attached hereto as Exhibit "A" and incorporated herein as though set forth in full, without charge, on an as needed basis.
J. Bank's written response to the County's RFP should be incorporated herein as though set forth in full. In performing the duties and obligations set forth in this Scope of Work, any questions or disputes shall be resolved by the terms set forth in the proposal.
K. Bank shall be notified of and given an opportunity to participate in scheduled quarterly investment meetings with County to discuss the banking and banking services. At said meetings, Bank shall provide a presentation for County to consider various state approved investments and strategies to the County's Board of Finance at no charge.
L. Bank shall offer all County employees a basic checking account for receipt of their direct deposits of County payroll checks.

2) OVERVIEW OF FINANCIAL INSTITUTION.

In a cover letter, Offerors should provide a letter of transmittal which shall include the name, address and telephone number of the offeror and a statement agreeing to provide all the services and adhere to all requirements, specifications, terms and contract provisions set forth in this proposal. Proposals shall be signed by a representative who is legally authorized to bind the offering institution. Proposals which are substantially incomplete or lack key information may be rejected by Roosevelt County. Within the cover letter or the response, the following information must be provided:

1. Describe the organization, date founded, ownership and other business affiliations and include the number and location of affiliated offices;
2. Provide names and resumes of key personnel to be assigned to the performance of the contract. Resumes describing the qualifications of personnel to be utilized in the

performance of the contract must show at a minimum, the person's name, education, position and total number of years of experience relevant to the performance of the contract;

3. Describe and reference Offeror's experience in providing banking services for local governments, including the use of repurchase agreements;
4. Discuss what distinguishes your Offeror from your competitors in providing banking services to local governments; and
5. Describe any federal or state banking censure or litigation involving your institution in the past five (5) years.

3) FEES AND INTEREST RATES.

A. No fees will be charged by Bank to County.
B. County will not be charged for any un-received checks and will be provided online checking retrieval at no cost.
C. Bank will not charge County any hard bank charges or expenses, including, but not limited to service fees, maintenance fees, wire fees, minimum balance penalties, returned check fees or stop payment fees.
D. Interest Rates: The selected financial institution shall offer the highest interest rate on deposit balances generating the best revenue potential for the County. Proposals shall state both fixed and variable rates for the first year with best estimates for the next three (3) annual renewals. It is anticipated that the interest rate for each renewal would be set in December for the following year. All County accounts shall earn the agreed upon rate unless specified a non-interest bearing account. *= INTEREST BEARING
E. Below is a listing of all current County Accounts:

Interest Bearing Accounts	Other Accounts
Treasurer's*	CDBG Grant Acct*
General Fund*	Inmate Trust Acct
	PAID IN PROTEST*
Clerk's Saving Acct*	Sheriff Evidence Fund
Assessor's Savings Acct*	

F. Roosevelt County maintains seven (7) to ten (10) accounts. Asterisk denotes current interest bearing accounts. It is the County's desire to also receive interest on the CDBG Grant Account and the Inmate Trust Account.
G. Total General Fund deposits were approximately $16 million.

4) CORE BANKING SERVICES.

The awarded bank shall provide:

1. A file of cleared checks and other debits for all accounts.
2. Online banking services to include Cash Management Support. The financial institution must be capable of providing balance, float, and activity figures via electronic means on a daily basis. On-line inquiry, transaction initiation, and reporting systems shall be accessed via internet to include a minimum:
    a. Daily reporting of account balances, collected and available;
    b. Account detail for current month and, at minimum, one prior month for review of transactions;
    c. Wire transfer initiation and authorization;
    d. County-originated stop payments of checks;
    e. Return items charged against accounts; and
    f. Records of all account activity must be accessible (online). It is preferred these records be available for eighteen (18) months but required for twelve (12) months for audit purposes.
3. Any software required to utilize electronic banking services and the necessary training to designated County staff.
4. Monthly statements on all accounts. The monthly statements must be provided no later than five (5) business days into the following month.
5. ACH/Direct Deposit/Pre-Authorized Bill Payment services must be available. The financial institute will be required to provide any necessary software and to provide the necessary training to designated County staff for electronic banking.
6. Currency types: US currency with some rolled and loose coins.

5) <u>OTHER BANKING SERVICES.</u>

It is the intent of the County to pay for all services as specified on the Bidder's Response Form on a fee basis. "Incidental" banking services, not detailed on the bidder's Response Form, will be provided to the County at no additional cost. Such services shall include, but not necessarily be limited to:

1. Deposit slips;
2. Check stock;
3. Stop payment services;
4. Bill straps and coin wrappers;
5. Use of cash counting machines, as deemed necessary by the County.
6. Locking night depository bags five (5);
7. Up to ten (10) non-locking depository bags (standard size);
8. Returned customer checks at no charge; and
9. Provide take out endorsement stamps.

Roosevelt County does accept credit cards in several departments including but not limited to the Treasurer's Office, Assessor's Office and the Clerk's Office.

The County has typically experienced no more than five (5) returned checks a year.

Roosevelt County utilizes County Purchasing Cards through Bank of America. Financial institutions that wish to provide these services should include information on their services and costs proposal under a separate section.

Availability of Funds: Deposits will be couriered or submitted electronically with remote deposit capabilities on a daily basis. The bank will guarantee immediate credit on all wire transfers and U.S. Treasure checks upon receipt. All other checks shall be credited accordingly to the awarded bank's availability schedule. Banks are required to attach to the proposal a copy of their availability schedule.

Recommendations: The County welcomes suggestions that would improve efficiencies or enhance service. Space is provided on the Bidder's Proposal Form to itemize costs for these additional services.

Service Charges and Overnight Investment Revenue: Deposits consist of checks, currency, ACH, and wire transfers. The Treasurer's Office has increased activity during October through January, and April through June due to payment of property taxes.

Minimum Qualifications: Financial institutions submitting bids must meet the following minimum qualifications:

1. Institution Location: The financial institution must maintain a full-service baking location within Roosevelt County with either a branch serving the City of Portales or a courier service provided at no cost to the County to include all County departments and Elected Official Agencies.
2. Service Capability: The Financial institution must be prepared to demonstrate a successful history of service to customers of similar size and complexity as described herein. A positive, cooperative attitude and helpful customer service is essential.
3. Collateral: The bank must pledge collateral security as specified by State Law. At no time shall the par value of securities pledged less insurance coverage provided by the Federal government be less than that required under State Law. The bank must have a Collateral Security Agreement under current interpretations of FIRREA that fully protects the County's interest. Roosevelt County is unable to place deposits to awarded financial institution unless that financial institution agrees to collateralize pursuant to 5 below.
4. Sweep Interest Bearing: The financial institution must provide a repurchase agreement whereby all money deposited by County is automatically "swept" into an interest-bearing account on a daily basis or other interest-bearing collateralized deposit account.
5. Deposits: The institution shall accept deposits at a branch or through remote deposit for credit on that business day until at least 2:00 P.M., Mountain Standard Time.
6. Encrypted Electronic Banking Security: A thorough description of security measures taken to guarantee privacy with all financial transactions and data transmission shall be included in the Proposal.
7. Opening and Closing of Accounts: The financial institution must provide guidelines on how to handle opening and closing of accounts which is often needed as grant requirements or other County policies, include guidelines for opening special accounts with large dollar amounts deposited into them, such as grant or bond money.
8. County Staff Support: When necessary, meet with the Roosevelt County Treasurer, Finance Specialist, County Manager, Chief Deputy Treasurer and/or other County officials.

9. Restrictions: The financial institution must provide guidelines for any provisions or restrictions of daily cash deposits over a certain dollar amount.
10. Investment Policy: The financial institution must comply with Roosevelt County Investment Policy, Appendix D.
11. Collateral report: The financial institution shall send to the County Treasurer at the end of each month its collateral report, showing at a minimum the names of the securities held by a third party as collateral for Roosevelt County, the name and contract information of the third party, the month end mark-to-market values of said securities and the value of the County accounts so covered by the collateral.

C. SCOPE OF PROCUREMENT

The scope of procurement consists of providing Banking Services for the County on a contractual basis. The intent of County is to have a single bank to provide all banking services specified in this proposal for all County offices and departments. 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 ninety (90) days written notice. Any price increases for subsequent years must be submitted to the Roosevelt County Purchasing Department no later than ninety (90) days prior to a renewal term. The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract.

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. This procurement will not result in a single source award.

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:	Jamie Stagner, Certified Procurement Officer
Address:	Roosevelt County 109 W. First St. Portales, NM 88130
Telephone:	(575) 356-5307
Fax:	(575) 356-8307
Email:	finance@rooseveltcounty.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
http://public.nmcompcomm.us/nmnxtadmin/NMPublicLink.aspx?jd=ch%2013

Roosevelt County Purchasing and Procurement Policy
http://www.rooseveltcounty.com/wp-content/uploads/2013/06/2017-27-Approving-the-Roosevelt-County-Policy-Governing-Purchasing-and-Procurement.pdf

Roosevelt County Board of Finance Investments and Deposits Policy
http://www.rooseveltcounty.com/wp-content/uploads/2013/06/2016-46InvestmentPolicy.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	Sept. 11,2026
2. Return of "Acknowledgement of Receipt" Form for Distribution List	Potential Offerors	Sept. 21, 2026
3. Deadline to submit Questions	Potential Offerors	Sept. 22, 2026
4. Response to Written Questions	Procurement Officer	Sept. 25, 2026
5. Submission of Proposal	***Potential Offerors***	***Oct. 9, 2026(FRI) 2:00 p.m.***
6. Proposal Evaluation	Evaluation Committee	Oct. 9-12, 2026
7. Notification of Finalists/ Interviews (if desired)	Evaluation Committee	Oct. 13, 2026
8. Best and Final Offers (if requested)	Finalist Offerors	Oct. 14, 2026
9. Contract Negotiations (if needed)	Finalist Offeror/County	Oct. 15, 2026
10. Contract Awards*	Finalist Offeror/BCC*	Oct. 20, 2026
11. Protest Deadline	Offerors	Nov. 7, 2026

*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 Sept. 11, 2026.

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 Conference

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. 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/DAYLIGHTTIME ON OCT. 9, 2026.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 Banking Services for Roosevelt County and 2026-01 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 Officer.

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 NMSA1978, § 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.insurenewmexico.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. Non-collusion: Bidders, by submitting a signed bid, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of County Commissioner Tina Dixon, Malin Parker, Roy Lee Criswell, Paul Grider, or Fabian Munoz; Sheriff Javier Sanchez, Treasurer Vicki Ramos, Assessor Stevin Floyd, Clerk Mandi Park, Probate Judge Kendall Terry. Failure to complete and return the signed unaltered form will result in disqualification.

29. Letter of Transmittal

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

30. 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 & Revenuehttp://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/Cover Letter
- Proof of Insurance
- Evidence of Collateral Security Agreement
- Copy of Business License
- Response to Contract Terms and Conditions
- Offeror's Additional Terms and Conditions
- Response to Specifications
- Signed Campaign Contribution Form
- New Mexico Preferences (If applicable)
- Other Supporting Material (If applicable)

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.7, 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.

B. MANDATORY REQUIREMENTS

1. Institutional Experience (30 Points)

a. Company history, years in business, number of employees, organizational chart, legal form of business organization
b. Short bio on people directly expected to work directly with Roosevelt County
c. Previous performance history with a government agency

2. Approach to Scope of Work (20 Points)

a. Referencing the Scope of Work listed under Section B, provide a detailed approach to fulfill the requirements of this RFP

3. 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.

4. Financial Stability (20 points)

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer. Provide the most recent financial report and the latest quarterly financial report.

5. **Business Litigation (10 points)** Disclose any involvement by the organization or any officer or principle in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition of the case.

6. **References (20 points)**
   Offeror should provide names and current contact information for at least three (3) local public bodies or local references for which your company 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.

   Additionally, Proposers must also list ALL County Government accounts lost within the last five (5) years. Disclose any services terminated and the reason(s) for termination of contract, either voluntary or other.

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	Institutional Experience	30
IV.B.2	Approach to Scope of Work	20
IV.B.3	Capability and Agreement to Perform	0*
IV.B.4	Financial Stability	20
IV.B.5	Business Litigation	10
IV.B.6	References	20
IV.C.1	Letter of Transmittal Form	0*
IV.C.2	Campaign Contribution Disclosure Form	0*
TOTAL		100

*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 to perform the evaluation as specified in Section II. D.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

Banking Services for Roosevelt County
2026-01

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 Sept. 21, 2026. 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.

Jamie Stagner, Certified Procurement Officer
2026-01
Roosevelt County
109 W. First St.
Portales, NM 88130
E-mail: finance@rooseveltcounty.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.

Roosevelt County Elected Officials: County Commissioner Tina Dixon, Malin Parker, Roy Lee Criswell, Paul Grider, or Fabian Munoz; Sheriff Javier Sanchez, Treasurer Vicki Ramos, Assessor Stevin Floyd, Clerk Mandi Park, Probate Judge Kendall Terry.

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

CONTRACT FOR BANKING SERVICES

THIS CONTRACT is entered into this 20th day of October, 2026 by and between the Roosevelt County, a New Mexico governmental entity, hereinafter referred to as "County" and _____, a bank chartered under the laws of the State of New Mexico, hereinafter referred to as "Bank".

WHEREAS, County is in need of banking services for its operations, as well as banking services for its investments pursuant to New Mexico State Statutes and the County Investment Policy, Resolution 2021-33; and,

WHEREAS, County has issued a Request for Proposal for said banking services; and,

WHEREAS, Bank has offices in the City of Portales and has submitted a proposal for County banking services; and,

WHEREAS, County has evaluated the proposal and finds that the proposal submitted by Bank to be responsive and the best proposal to serve the financial needs of Roosevelt County.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, as evidenced by their signatures hereto, the parties stipulate and agree as follows:

6) **SCOPE OF SERVICES.**

M. Bank shall maintain a full-service banking location within Roosevelt County with either a branch serving the City of Portales, or a courier service provided at no cost to County to include all County departments and Elected Official Agencies.

N. Bank will provide all banking services with a repurchase agreement whereby money deposited by County is automatically swept into an interest bearing account on a daily basis, which satisfies the requirements of Section 6-10-36E, NMSA 2008.

O. Bank shall provide internet banking services in real time where County can check balances, transfer money between accounts at Bank, print copies of any checks or deposit slips, print activity statements and initiate stop payment requests.

P. Bank will process A.C.H. files (going out and coming in) for direct deposit of payroll, tax payments, etc. in standard NACHA format transferred via a secured internet connection.

Q. Bank shall follow the following guidelines established by the State Board of Finance for the State of New Mexico to ascertain the level of collateral required. Determination of the collateral levels must be determined every calendar quarter, during the term of this contract, prior to the County Board of Finance Meeting.

R.

Ratios	50%	75%	102%
Primary Capital Assets	Above 6.0%	5.0%-6.0%	Less than 5.0%
Net Operating Income/ Total Average Assets	Above 6.5%	.51%-.61%	Less than .51%
Non-Performing Loans/ Primary Capital	Under 35.0%	35.0%-49.9%	Above 49.9%

S. Bank shall accept deposits by County or any agency or branch of County, at a branch or through remote deposit for credit on that business day until at least 2 P.M., Mountain Standard Time.

T. Bank shall deliver an electronic statement via secure email to County by no later than the fifth business day of the following month, and, shall provide a monthly C.D. statement by the fifth date of each month.

U. Bank shall follow and comply with all guidelines set/established by the State Board of Finance for the State of New Mexico in ascertaining the level of collateral required for County's funds and, will determine the required collateral level on a monthly basis. Collateralization reports on County's investments will be provided to the County Treasurer on the first and fifteenth business day of each month for the first six (6) months of this Contract and thereafter on the first business day of each month. At no time shall the par value of securities pledged less insurance coverage provided by the Federal Government be less than that required under State Law. Bank must maintain a Collateral Security Agreement under current interpretations of FIRREA that fully protects the County's interest.

V. Bank shall provide other banking services, including provide guidelines for any provisions or restrictions of daily cash deposits over a certain dollar amount, guidelines on how to handle opening and closing of accounts, when necessary meet with the Roosevelt County Treasurer, Finance Specialist, County Manager, County Financial Advisor, Chief Deputy Treasurer, and/or other County officials, and including the use of cash counting machines, all as set forth in the County's RFP, which is attached hereto as Exhibit "A" and incorporated herein as though set forth in full, without charge, on an as needed basis.

W. Bank's written response to the County's RFP should be incorporated herein as though set forth in full. In performing the duties and obligations set forth in this Scope of Work, any questions or disputes shall be resolved by the terms set forth in the proposal.

X. Bank shall be notified of and given an opportunity to participate in scheduled quarterly investment meetings with County to discuss the banking and banking services. At said meetings, Bank shall provide a presentation for County to consider various state approved investments and strategies to the County's Board of Finance at no charge.

Y. Bank shall offer all County employees a basic checking account for receipt of their direct deposits of County payroll checks.

7) <u>FEES.</u>

H. No fees will be charged by Bank to County.
I. County will not be charged for any un-received checks and will be provided online checking retrieval at no cost.
J. Bank will not charge County any hard bank charges or expenses, including, but not limited to service fees, maintenance fees, wire fees, returned check fees or stop payment fees.
K. County shall be responsible for purchasing its own checks/warrants and deposit slips.

8) TERM AND SCHEDULE.

This Contract shall become effective on the 20th day of October, 2026 and shall run through Oct. 19, 2026. Thereafter, the parties, through mutual agreement, can renew and extend this Contract for one additional year pursuant to written agreement.

9) TERMINATION.

This Contract may be terminated by County in the event of breach, by providing fifteen (15) calendar day's written notice to Bank. Breach, for purposes of this Contract, shall be defined as Bank's failure to comply with a material term of this Contract after being notified by County of the same and/or Bank's failure, on multiple occasions, to comply with any term set forth in this Contract.

10) PERFORMANCE.

Bank will use commercially reasonable efforts to deliver the Services as detailed in this Contract and in its response to County's Request for Proposal. County acknowledges that the Services are computer network-based services, which may be subject to outages, interruptions, attacks by third parties and delay occurrences. In such an event and subject to the terms hereof, Bank shall use commercially reasonable efforts to remedy material necessary to enable the services to perform their intended functions in a reasonable manner. County acknowledges that Bank does not warrant that such efforts will be successful. If Bank's efforts are not successful, County may terminate the applicable Services as County's sole remedy, and Bank's sole liability, in the event of interruption, outage or other delay occurrences in the Services.

11) CONFLICTS.

Bank represents to County that the services to be provided to County pursuant to this Agreement are not in violation of or contrary to the terms and the provisions of the New Mexico Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 2008. Bank also agrees that in the performance of this contract shall comply with those terms and conditions set forth in said Governmental Conduct Act that apply or may apply to those services provided by Bank to County pursuant to this Contract.

12) INDEPENDENT CONTRACTOR.

Bank is, and at all times throughout the term of this Contract, shall act as an independent Bank, and not an agent, employee or representative of County and, Bank shall be responsible for the management of its business affairs. In the performance of the work under this Contract, Bank will at all times be acting and performing as an Independent Bank, as that term is understood for federal and state law purposes, and not as an employee of County. Without limitation upon the foregoing, Bank shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of County.

Bank will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither County, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which Bank accomplishes and performs its services. Nevertheless, Bank shall be bound to fulfill the duties and responsibilities contained in the Contract.

Bank represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of, nor have any contractual relationship with County. Bank, consistent with its status as an independent Bank, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of County by reason of this Contract.

To the extent that Bank employs any employees, Bank shall be solely responsible for providing its own form of insurance for its employees and in no event, shall Bank's employees be covered under any policy of County.

Bank's retention hereunder is not exclusive. Subject to the terms and provisions of this Contract: (i) Bank is able, during the Term hereof, to perform services for other parties; and (ii) Bank may perform for its own account other professional services outside the scope of this Contract.

13) NO JOINT VENTURE OR PARTNERSHIP.

Nothing contained in this Contract shall create any partnership, association, joint venture, fiduciary or agency relationship between Bank and County. Except as otherwise specifically set forth herein, neither Bank nor County shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

14) CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

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

15) DISCLAIMER.

County, by entering into this contract, shall not assume or otherwise be held liable for any act or omission of Bank or any of its agents, employees and/or representatives in their performance or fulfillment of the terms and obligations of this contract.

16) PENALTIES FOR VIOLATION UNDER LAW.

In addition to the Governmental Conduct Act, the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation, in addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17) ASSIGNMENT.

Bank shall perform all the services under this Contract and shall not assign any interest in this Contract or transfer any interest in same or assign any claims for money due or to become due under this Contract without the prior written consent of County.

18) INDEMNITY AND LIMITATION.

Bank shall indemnify, defend, and hold harmless County from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent, intentional and/or criminal acts, errors, or omissions of Bank, its officers, employees, agents, or representatives in the performance of services under this Contract.

19) DISPUTE RESOLUTION.

In the event that a dispute arises between County and Bank under this Contract, or as a result of breach of this Contract, the parties agree to act in good faith to attempt to resolve the dispute.

In the event the parties are unable to resolve their dispute, either party shall resolve such dispute in the Roosevelt County, New Mexico District Court. Venue in regard to any dispute between the parties shall be maintained exclusively in that venue and no other for all purposes. New Mexico law shall govern this contract.

In the event of termination, Bank shall be compensated for all services performed and costs incurred up to the effective date of termination for which Bank has not been previously compensated.

Upon receipt of notice of termination from County, Bank shall discontinue the services unless otherwise directed and upon final payment from County deliver to the County all data, reports, summaries, and such other information and materials as may have been accumulated by Bank in the performance of this Contract. County shall be entitled to recover its attorney's fees if required to enforce this agreement.

20) NOTIFICATION.

All notice required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO COUNTY: Roosevelt County
109 W. 1st Street
Portales, NM 88130
Attn: Meadow Forget, County Manager
Phone: 575-356-5307
Fax: 575-356-8307
Email: countymanager@rooseveltcounty.com

TO BANK: Bank
Address
City, State, ZIP
Attn: , President
Phone:
Fax:
Email:

21) SCOPE OF CONTRACT.

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

Contractor

BY:_____

Roosevelt County

BY:_____
Meadow Forget, *County Manager*

BY:_____
Vicki Ramos, *Treasurer*

Approved as to Legal Form:

BY:_____
County Attorney

APPENDIX D

ROOSEVELT COUNTY BOARD OF FINANCE INVESTMENTS AND DEPOSITS POLICY

Roosevelt County
Established 1903

RESOLUTION NUMBER: 2021-33

Revised Board of Finance Investment and Deposit Policy

THIS MATTER having come before the Board of County Commissioners of Roosevelt County on this 8th day of June, 2021 at its regular duly called meeting; and

WHEREAS, at said meeting, the Board of County Commissioners of Roosevelt County was presented with amendments to its existing Investment Policy previously approved the 25th day of June, 2019; and

WHEREAS, the Board of County Commissioners of Roosevelt County determine that it is in the best interest of Roosevelt County to amend its Investment Policy.

BE IT HEREBY RESOLVED that effective upon the passing of this resolution, the Investment and Deposit Policy shall be modified to read as follows:

This resolution establishes a policy for the prudent investment and deposit of County Funds.

INTRODUCTIONS. This Investment and Deposit Policy applies to all monetary financial assets of Roosevelt County including, but not limited to: General Funds, Special Revenue Funds, Capital Projects Funds, Bond Proceeds, Enterprise Funds, Debt Service and Debt Service Reserve Funds, and Agency Funds, which are entrusted to the care and custody of the Treasurer.

SCOPE OF POLICY. The goal of this policy is to protect public funds and to invest and deposit County funds in a manner that insures the safety of the Principal, while also providing adequate liquidity and proper maturities that maximizes investment income **after** providing for safety and liquidity. It also serves to establish a clear understanding between the County and any investment broker, portfolio manager, financial institution and/or financial advisor and/or professional fund manager utilized by the County as to the guidelines, limitations and directions that the County has determined appropriate for accounts under its purview.

It is the policy of Roosevelt County to be fully invested one hundred percent (100 percent of available cash less float and compensating balances) at all times. The County will use projected monthly cash receipts and outlays as a tool for maximizing available cash for investment and deposit purposes.

OBJECTIVE. The primary objectives, in priority order, of the County of Roosevelt's investment activities shall be:

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SAFETY. Safety of principal is the foremost objective of the investment program. Investments and deposits of the County of Roosevelt shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

LIQUIDITY. The County's investment and deposit portfolios will remain sufficiently liquid to enable the County of Roosevelt to meet all operating requirements which might be reasonably anticipated. Future use of funds shall be the main criteria in determining maturities for any investment or deposit.

RETURN ON INVESTMENTS. The County's investment and deposit portfolios shall be designed with the objective of attaining at least a market rate of return throughout budgetary and economic cycles, taking into account the County's investment risk constraints and cash flow characteristics of the portfolios.

DELEGATION OF AUTHORITY. The Board of County Commissioners acting in its capacity as the County's Board of Finance pursuant to 6-10-8 NMSA 1978 shall have authority to set policy for management of all County investments and *deposits* and insure that such policy is carried out.

The County Treasurer has ultimate authority over the investment and deposit of public funds as outlined in the policy. The County Treasurer shall be responsible for all investment and deposit transactions and shall implement and maintain the system of controls outlined in the Policy in order to regulate investment and deposit activities.

PRUDENT PERSON RULE. The prudence, which is to be used by the County Treasurer investing County funds, shall be used in accordance with provisions of Section 6-8-10 NMSA 1978 which states, "Investments and deposits shall be made with judgement and care; under circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived."

ETHICS AND CONFLICT OF INTEREST. All Board of Finance members, the County Manager and Treasurer shall refrain from personal business activity that could conflict with the proper execution of the County's investment and deposit program or which could affect or impair their ability to make impartial investment decisions on behalf of the County (Sections 6-10-40 and 6-10-53 NMSA 1978 and the New Mexico Constitution, Article VIII, Section 4).

BANKS SELECTION: Public money may be invested with banks, credit unions and savings banks having their main or manned branch offices within the geographical boundaries of the County, which have qualified as public depositories by reason of insurance of the account by an agency of the United States (FDIC,etc.) or by depositing collateral security of United States Treasury or agency securities as provided herein, letters of credit from the Federal Home Loan Bank or by giving bonds as provided by law.(See Section 6-10-36, NMSA 1978

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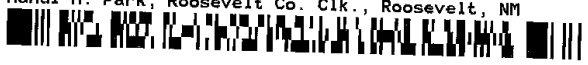

CASH MANAGEMENT. The County Manager and the County Treasurer shall jointly prepare and maintain an ongoing cash management program. This program will involve the preparation of a regular report that includes projections for cash receipts and cash disbursements. The County Manager shall notify the County Treasurer on a regular basis of county expenditures and of any large expenditure anticipated so that cash liquidity can be planned according to the cash management report and county expenditures. The County Treasurer shall take into consideration these projected cash needs of the County when setting investment and deposit maturity dates.

INVESTMENTS AND DEPOSITS. All sinking funds or money remaining unexpended from the proceeds of any issue of bonds or negotiable securities which by laws are entrusted to the care and custody of the Treasurer, and all money not immediately necessary for public use, may be deposited in interest bearing accounts with banks, savings banks or Credit Unions within the geographical boundaries of the County. All funds available for time deposit with local banks, savings banks or Credit Unions shall be equitably distributed according to the net worth of each institution in accordance with State Statue 6-10-36, NMSA 1978 and the New Mexico State Constitution. For purposes of calculation, the county shall use the total deposits as reported to federal agencies by the local banks, savings banks, and credit unions as of March 31 of each year.

If any bank, savings bank or Credit Union within the geographical boundaries of the County decline to accept any part of their pro rata share of County Funds, a written notice of such shall be obtained by the County Treasurer.

The funds that are declined shall be considered excess, as well as funds subject to the New Mexico Constitution Article VIII, Section 4 and may be invested and deposited in those financial instruments authorized by the laws of the State of New Mexico. Investments could be made outside the geographical boundaries of the county. Securities authorized by the laws of the State of New Mexico including the following approved investments:

1. Certificates of Deposits with federal or state chartered banks, credit unions or savings banks, to be collateralized by United States Treasury or agency securities whose daily closing price ("market-to-market") is equal to or greater than that portion of the Certificate of Deposit and interest thereon, and/or Municipal Bonds issued by New Mexico entities at par, for those amounts that the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Share Insurance Fund (NCUSIF) or other federal insurance does not insure.
2. United States Treasury Bills, United States Treasury Bonds, and United States Treasury Notes.
3. Bonds or negotiable securities of the State of New Mexico or any County, Municipality or School District.

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4. Short term investments with the Local Government Investment Pool as per Section 6-10-1.1, NMSA 1978. Also see Sections 6-10-10 and 6-10-44, NMSA 1978.
5. Securities that are issued by the United States government or by its agencies or by instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, federal national mortgage association, the federal farm credit bank or are backed by the full faith and credit of the United States government. Derivative investments are not "direct obligations" and hence, are not approved for any accounts.
6. Brokered Certificate of Deposit purchased on the secondary market through an intermediary. Issued by an FDIC registered bank then sold through a broker. Brokered CD's are not subject to the geographic limitations of 6-10-36 NMSA.
7. All investments set forth in one through six (1-6) above must have readily ascertainable market value and be easily marketable.
8. In the event the State Statues are changed to allow other Securities or financial instruments as appropriate for investment and deposit by the County then this policy may be amended to include those securities or financial instruments as appropriate with the approval of the Board of Finance.
9. Individual, common or collective trust funds of banks or trust companies that invest in fixed-income securities or debt instruments that are listed in a nationally recognized, broad-market, fixed-income securities market index; provided that the investment company or manager has total assets under management of at least one billion dollars ($1,000,000,000) so long as the holdings within these investments are in compliance with the remainder of the policy.
10. The County Treasurer will diversify use of investment and deposit instruments to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities.

MINIMUM INTEREST RATE. The interest rate to be paid on time deposits shall not be less than the rate fixed State Board of Finance under Section 6-10-30, NMSA 1978, but in no case shall the rate of interest be less than one hundred percent of the asked price on United States treasury bills or notes for the same maturity on the day of deposit (Section 6-10-30, NMSA, 1978). The County will diversify use of investment instruments to avoid incurring unreasonable inherent risks in over investing in specific instruments, individual financial institutions or maturities.

SCHEDULING OF INVESTMENT AND DEPOSIT MATURITIES. Investment and deposit maturities for cash balance shall be scheduled to coincide with projected cash flow needs, taking into account expenditures (payroll, debt-retirement payments, Capital Improvements Program disbursements) as well as considering anticipated revenue (property taxes, payment in lieu of taxes, etc.) utilizing the Cash Management program developed by the Treasurer.

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The County will create a program that will match investment and deposit funds with maturities. Such maturities may be either by fund or in aggregate, depending on market conditions, professional advice, and other proposed financings or other matters that could have a positive or negative impact on rates of return.

INVESTMENT SELECTION CRITERIA AND ASSET ALLOCATION:

1. Cash and cash equivalents may include Treasury bills, notes or bonds, certificates of deposit due within twelve (12) months, and money market funds that invest in securities of the U.S. Government and its agencies. The purpose of these funds is to provide income, liquidity and preservation of the funds' principal value.
2. The maturity schedule of the portfolio and deposits must take into account and reflect future cash needs and the goal of maximizing investment returns after providing for safety and liquidity.
3. The maximum maturity or duration of the securities purchased for an account cannot be greater than eight (8) years. The average weighted maturity of the entire portfolio shall be less than five (5) years. Duration is defined as the weighted average time to full recovery of principal and interest payments. Duration provides a summary statistic of the average maturity of the portfolio; second, it is an essential tool in immunizing a portfolio from interest rate risk. Finally, duration can be used to estimate the interest rate sensitivity of a portfolio. For example, if the portfolio has a duration of five (5) years, and if yields decline by one percent, the portfolio market value could rise in value by approximately five percent (5%).

COLLATERALIZATION. The County will require collateral at one hundred and two percent (102%) on deposits or investments on amounts greater than the FDIC, NCUSIF, or other federal agency coverage. and reserves the right to set the level of collateral required based on criteria other than the ratios below. Written justification for the variance shall be kept on file in the Treasurer's Office. Approval collateral shall be any investment or deposit set forth in "Investment two through five (2-5)" herein, letters of credit from the Federal Home Loan Bank or by giving bonds as provided by law. (See Section 6-10-36C, NMSA 1978) However, said collateral must have a daily closing price ("mark-to-market") that is equal to or greater than the FDIC uninsured amount of the Certificate of Deposit subject to the collateral percentage requirements set forth herein ("Bank Classification"). Should the financial institution use a payment or performance bond, if provided by law, then the amount of collateralization shall be equal to the amount of the principal and accrued interest not otherwise covered by federal insurance. The maturity of deposits so collateralized shall before the lesser of the term of or time for cancellation of such payment or performance bond.

All banks and savings banks in which the County funds in excess of the amount insured by a federal agency are deposited will be required to enter into a Collateral Security Agreement which shall be mutually agreed upon by the Treasurer and the financial institution (NMSA 1994, 6-10-18a).

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SAFEKEEPING OF SECURITIES. All investment securities other than local financial institution Certificates of Deposit purchased by the County shall be held in third-party safekeeping by an institution acceptable to the County. The safekeeping institution shall issue a safekeeping receipt or other evidence (i.e. book entry notice) to the County listing the specific instrument, rate, amount, maturity date, instrument number, term and other pertinent information. Any financial institution holding securities for the benefit of the County shall be required to provide insurance sufficient to cover one hundred percent (100%) said securities in the event that the financial institution fails financially and is unable to meet obligations to securities clients. Insurance such as Securities Investor Protection Corporation (SIPC) and private insurance shall be acceptable. The County requires monthly Safekeeping Report from the custodian of any securities held on behalf of the County shall be accepted as a safekeeping receipt.

INTERNAL CONTROLS. The Treasurer shall document and maintain a system of internal controls for the making of investments and deposits of County funds. The County Treasurer shall review the systems of controls periodically to insure such controls are effective and that the County is complying with such controls.

INTERNAL REPORTS. An investment report shall be compiled by the County Treasurer's office monthly and published along with the Treasurer's Monthly Financial Report. The Treasurer shall have daily access to reports from safekeeping institutions showing daily mark-to-market valuations of investments other than those local banks and savings banks certificates of deposit.

COMMUNICATIONS AND REPORTS. Any financial advisor and/or professional fund manager actively doing business with the County must submit to the Treasurer on, but not less than, both a quarterly, and fiscal annual basis, investment reports showing total amount invested, cost basis and market value of each security, amount invested in each type of security, maturity schedule of the portfolio, yield and cash flow analysis of the portfolio, and the time weighted return for each reporting period. Any transaction that occurred during the reporting period should be shown as well as any realized gains or losses. All exhibits and written material that will be used for presentation to the Treasurer and Commission shall be submitted to and received by the Treasurer at least five (5) business days prior to any meetings with the Commission, unless otherwise approved in writing or unless waived in writing by the Treasurer.

FINANCIAL ADVISOR. The County may retain a financial advisor under a contract Approved by the Commission, if said advisor:

(i.) is licensed to perform such services in the State of New Mexico, is an RIA or Investment Advisor Representative of an RIA and has at least a Series 65 securities license with no adverse actions indicated on the U-4;

(ii.) has had at least seven years' experience in managing and/or advising investments approved herein for other governments and fiduciary institutions;

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(iii.) has liability and fiduciary insurance coverage;

(iv.) agrees to the communications requirements herein;

(v.) agrees to advise the County in writing of any significant changes in the investment philosophy, management style, ownership, organizational structure financial condition or senior personnel staffing of the firm or manager assigned to the County within 30 days of each change;

(vi.) does not have a proprietary interest in any professional fund manager utilized by the County;

(vii.) is compensated only on a fee (agent only) basis and does not receive commissions, mark-ups or other compensation on securities purchased for the County;

(viii.) agrees to meet personally with the Treasurer and the Board of Finance at least quarterly; and

(ix.) agrees to be bound by the dictates of this Policy.

Such meetings shall address the financial advisor's 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 this Policy and other fiscal matters. The financial advisor's performance shall be evaluated based on the lessor of a three to five (3-5) year time period or a complete market cycle. A copy of this Policy shall be given to the financial advisor by the County.

INVESTMENT BROKERS. All transactions are to be governed by negotiation on a "best realized price" (best net price) basis. As electronic trading is the recognized source for obtaining the best realized price, all brokerage transactions shall be conducted on a nationally accredited electronic trading platform and be subject to the best realized price condition.

BE IT FURTHER RESOLVED that this policy may be revised as appropriate. It shall be the obligation of the Treasurer to bring such amendments to the Board of Finance and obtain the approval of their majority before such changes and amendments take effect.

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PASSED, APPROVED AND ADOPTED on this 8th day of June, 2021 by the Roosevelt County Board of Commissioners in an open meeting in Portales, New Mexico.

BODY OF COUNTY COMMISSIONERS
ROOSEVELT COUNTY, NEW MEXICO

ATTEST:

Tina Dixon, *Chair* – District IV
Voted: ☑ Yes ☐ No ☐ Abstained

Mandi Park, Roosevelt County Clerk

absent
Lewis (Shane) Lee, *Vice Chair* – District III
Voted: ☐ Yes ☐ No ☐ Abstained

Dennis Lopez – District I
Voted: ☑ Yes ☐ No ☐ Abstained

Rodney Savage – District II
Voted: ☑ Yes ☐ No ☐ Abstained

Paul Grider – District V
Voted: ☑ Yes ☐ No ☐ Abstained

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APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
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.

_____ _____, 2015
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F

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 1ending 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 1ending 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.