

**BANKING SERVICES
Lea County**

Commodity Codes: 94625, 96335

**Request for Proposals
RFP #3 – (23-24)**



Release Date: September 24, 2023

**Due Date: October 30, 2023
3:00 p.m. (*Local time*)**

*All potential Offerors are requested to carefully review the information
contained in this RFP.*

TABLE OF CONTENTS

I. INTRODUCTION.....	3
A. Purpose	3
B. Scope	3
C. Term	7
D. Procurement Officer	7
II.CONDITIONS GOVERNING THE PROCUREMENT	7
A. Sequence of Events.....	7
B. Explanation of Events	8
C. General Requirements.....	11
III. RESPONSE FORMAT AND ORGANIZATION	13
A. Number of Responses.....	13
B. Number of Copies	13
C. Proposal Format	14
IV. Evaluation	16
V. Appendix Forms	18
A. Acknowledgment of Receipt	
B. Options, Exceptions or Variations Form	
C. Campaign Contribution Form	
D. Resident / Resident Veteran Preference Form	
E. Related Party disclosure Form	
F. Certification RE: Debarment, Suspension	
G. Non-Collusion Affidavit	
VI. Attachments	
1. Lea County Contract for Goods and Services - Sample	
2. Lea County Investment Policy	

**BANKING SERVICES
LEA COUNTY
REQUEST FOR PROPOSALS #3 - (23-24)
NIGP CODES: 94625, 94635, 96335
DUE DATE: October 30, 2023 – 3:00 PM (Local Time)**

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

The Lea County Board of County Commissioners requests sealed proposals from qualified banking institutions to provide comprehensive banking services for Lea County. Through this contract, the County intends to minimize banking costs, improve operational efficiency, and maximize depository services and demand deposit 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.

B. BACKGROUND AND SCOPE OF PROCUREMENT

Lea County currently maintains twelve (12) accounts. General fund balance averaged \$20,000,000 in FY 23. All information provided on the number of transactions is based upon historical or anticipated activity to the best of the County's knowledge. The County does not guarantee these volumes.

- Deposits are taken to the bank by courier
- Amount of cash deposited daily – from \$100.00 to \$300,000 and more.
- Coin and currency orders are made via our courier - \$1.00 to \$5,000.00
- We do not issue warrants
- We do not currently use a lockbox
- Online bill pay is offered for property taxes and other utilities
- Collateral percent we currently have and require – 102%
- Accounting software is Caselle
- Stop payments per month – from 1 to 25, sometimes more
- Checks written per month – 200 to 500 and above
- Wire transfers sent/received – from 10 to 25 yearly, sometimes more

The County desires to enter into a contractual relationship with a banking institution to provide banking services to the County. The awarded bank shall provide:

1. Any software required to utilize electronic banking services and the necessary training to the designated County staff. This will include 6 units for desk top deposit software and hardware.
2. Monthly statements on all accounts. The monthly statements must be provided no later than

five (5) business days into the following month.

3. 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. Offeror will process ACH files (going out and coming in) for direct deposit of payroll, tax payments, etc. through a secured internet connection. All outgoing ACH transactions will be done by designated Lea County employees.
4. A file of cleared checks and other debits for all accounts.
5. 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 of:
 - a. Daily reporting of account balances, collected and available
 - b. Account detail for current month and, at a minimum, one prior month for review of transactions
 - c. Wire transfer initiation and authorization
 - d. ACH initiation and authorization
 - d. County – originated stop payments of checks
 - e. Return items charges against accounts
 - f. Records of all account activity must be accessible (online). It is preferred these records be available for 18 months.
6. Fully collateralized money market or certificate of deposit account with the highest promotional rate offered by bank at whatever term the County wishes.
7. Banking free of services charges, including free printed and coded deposit slips compatible with the County's accounting software.
8. County will not be charged for any checks deposits that have been received or any bank service charges. In addition, the County will be provided on-line check retrieval and bank statements at no cost.
9. Free County payroll check cashing
10. Free wire transfers
11. Free ACH deposits
12. Free safe deposit box for Treasurer's Office and Clerk's Office (choice of size)
13. Free stamps for endorsement of checks and for stamping checks made out to County

14. Free night depository, with required locked bags or plastic seal bags for our usage
15. Remote deposit system with free set-up, scanner and ink for franking stamp
16. Stop payment services
17. Bill straps and coin wrappers
18. Use of cash counting machines, as deemed necessary by the County

Interest Rates: The selected financial institution shall offer the highest interest rate on demand deposit balances generating the best revenue potential for the County. Proposals shall state both fixed and variable rates with any formula used to calculate such rates and any minimum (floor) rates offered.

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

Service Charges and Overnight Investment Revenue: As previously indicated, the average daily balance for General Fund was \$20,000,000 for FY23. 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: Offeror's submitting proposals must meet the following minimum qualifications:

1. Institution location: The offeror must maintain a full-service banking location within Lea County and courier service provided at no cost to the County to include all County Departments and Elected Official Agencies.
2. Service Capability: The offeror 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: Offeror 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 and as set forth in number 5 below. 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 the 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 and as set forth in number 5 below. The offeror must have a Collateral Security Agreement under current interpretations of FIRREA that fully protects the County's interest. The offeror may also offer a Letter of Credit issued by the Federal Home Loan Bank, a security bond as may be approved by the County or a repurchase agreement as set forth in NMSA §6.10.10H. Lea County is unable to place deposits to the awarded

offeror unless that offeror agrees to collateralize pursuant to 5 below.

4. Sweep Interest Bearing: The offeror must provide a repurchase agreement whereby all money deposited by Lea County is automatically "swept" into an interest-bearing account on a daily basis or other interest-bearing collateralized deposit account, which satisfies the requirements of Section 6-10-36E, NMSA 2008. (Public Fund and Acquisition Fund) and NMSA §6-10-10H. All County funds in the Repo Account shall be collateralized at 102%. Offeror shall provide a line item on daily reports showing the full value of securities pledged meets or exceeds 102%.

5. The offeror must utilize the following guidelines to ascertain the level of collateral required from each financial institution. These ratios are in agreement with those set by the State Board of Finance for the State of New Mexico. Determination of the collateral level must be determined every quarter prior to the County Investment 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%

6. Deposits: The offeror shall accept deposits at a branch or through remote deposit for credit on that business day until at least 4:30 p.m. Mountain Standard Time.

7. Encrypted Electronic Banking Security: A thorough description of security measures taken to guarantee privacy with all financial transaction and data transmission shall be included in the proposal.

8. Offeror shall provide internet banking services in real time where the County can check balances, transfer money between accounts at the bank, and other financial institutions, print copies of any checks or deposit slips, print activity statements and initiate stop payment request.

9. Bank shall make available an electronic statement via internet banking to County by no later than the fifth business day of the following month.

10. Opening and Closing of Accounts: The offeror must provide guidelines on how to handle opening and closing of accounts which is often needed as grant requirements or other County policies, including guidelines for opening special accounts with large dollar amounts deposited into them, such as grant or bond money.

11. County Staff Support: Offeror shall provide a 24- hour contact person.

12. Restrictions: The offeror shall provide guidelines for any provisions or restrictions of daily cash deposits over a certain dollar amount.

13. Collateral: The offeror 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 Lea County, the name and contact 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. If a repurchase agreement is utilized, then the reports must be daily and show the collateral value equal to or greater than 102% of the County deposits at the bank.

C. TERM OF CONTRACT

This RFP will be a four (4) year contract which will be effective upon execution by Lea County.

D. PROCUREMENT OFFICER

Lea County's Procurement Officer, whose name and contact information is listed below is responsible for the conduct of this procurement.

Name: Kelli Ferguson, Procurement Officer
Address: Lea County
Finance Department, 4th Floor
100 North Main, Suite 11
Lovington, NM 88260
Email: kferguson@leacounty.net

E. QUESTIONS:

1. You must submit any questions regarding this procurement in writing, ONLY to the Procurement Officer at: kferguson@leacounty.net.
2. No one other than the Procurement Officer has the authority to respond on behalf of the County.
3. Questions will be answered by an addendum to the RFP that will be distributed to vendors who have completed and returned the "Acknowledgment of Receipt Form" (Appendix A) and will be posted to Lea County's website at: [Requests for Proposals \(leacounty.net\)](http://leacounty.net)

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:

Action	Responsible Party	Due Dates (Local Time)
1. Issue of RFP	Lea County	September 24, 2023
2. Acknowledgment of Receipt	Potential Offerors	By October 10, 2023 – 5:00 pm
3. Deadline for Written Questions	Potential Offerors	By October 16, 2023 – 5:00 pm
4. Response to Written Questions	Procurement Officer	By October 20, 2023 - 5:00 pm
5. Submission of Proposals	Potential Offerors	October 30 , 2023 - 3:00 pm
6. Proposal Evaluation	Evaluation Committee	TBD
7. Best & Final Offer <i>If Requested</i>	Offerors	TBD
8. Selection of Finalist(s)	Evaluation Committee	TBD
9. Contracts Negotiations	Lea County and Potential Offeror(s)	TBD
10. Contract Award(s)	Lea County	TBD
11. Protest Deadline		By 15 days after award

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the Lea County Treasurer.

2. Acknowledgment of Receipt – Appendix A

Potential Offerors/Responders may e-mail, hand deliver, return by facsimile or registered or certified mail the "*Acknowledgment of Receipt Form*" that accompanies this document, Appendix A, to have the offeror placed on the "***Procurement Distribution List***". The form should be signed by an authorized representative of the offeror, dated and returned to the Procurement Officer kferguson@leacounty.net by 5:00 pm MST on October 10, 2023.

The "*Procurement Distribution List*" will be used for the distribution of Addenda (including written responses to questions).

3. Deadline to Submit Written Questions

Potential Offerors must submit all questions in writing only to the Procurement Officer before October 16, 2023 at 5:00 pm (MDT/MST) as indicated in the "Sequence of Events" (Section

II-A). Questions shall be clearly labeled and shall name the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be answered by Addendum and emailed to all potential Offerors whose name(s) appear on the “*Procurement Distribution List*”. Addenda will also be posted to Lea County’s website at: [Requests for Proposals \(leacounty.net\)](https://leacounty.net)

5. Submission of Proposals

All RFP documents as well as any future addenda may be found on the Lea County website: [Requests for Proposals \(leacounty.net\)](https://leacounty.net)

Lea County will accept responses only at the address below up to 3:00 pm (MDT/MST) on October 30, 2023. Faxed or emailed responses will not be accepted. Responses received after that date and time will not be accepted. The Lea County Board of Commissioners reserves the right to reject any and all responses that are not in its best interest and to cancel and reissue the RFP.

Name: Lea County Finance Dept.
Attn: Kelli Ferguson
Address: Lea County Finance Dept. (4th floor)
100 North Main, Suite 11
Lovington, NM 88260

Proposals must be sealed and labeled on the outside of the package to indicate they are in response to RFP #3 – (23-24) Banking Services.

A public log will be kept of the names of all Offerors that submitted proposals.

6. Proposal Evaluation

An Evaluation Committee will review and score proposals. Offerors shall not initiate discussions.

7. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers.

8. Selection of Finalists

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s). 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.

9. Contract Negotiations

Pursuant to § 13-1-116 NMSA 1978, 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 and executed pursuant to this Request for Proposals.

If an Agreement cannot be negotiated with the firm(s) on the ranking list, the County may choose to negotiate with other qualified Offerors scored by the Committee or to terminate negotiations.

10. Contract Awards

The County shall negotiate a contract with the highest qualified business as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with § 13-1-172 NMSA 1978 *et. seq.* and applicable procurement regulations.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

By responding to this RFP, potential Offeror(s) indicate their acceptance of the Conditions Governing the Procurement and of the Evaluation Factors.

2. Incurring Cost

Any cost incurred by the potential Offeror in response to this RFP shall be borne solely by the Offeror.

3. Company Responsibility

The awarded company is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this RFP.

4. Amended Proposals

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

5. Offeror's Right 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.

6. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date.

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

8. Termination

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

9. Sufficient Appropriation

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

10. 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.

11. Basis for Proposal

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

12. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities.

13. Notice of Penalties

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

14. Ownership of Proposals

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

15. Campaign Contribution Disclosure Form – Appendix C

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal.

16. New Mexico Preferences (If applicable, not required) – Appendix D

A. New Mexico Resident / Resident Veterans Preference Certification

To ensure adequate consideration and application of § 13-1-21 NMSA 1978, Offerors must include a copy of their New Mexico preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>. Preference is not applicable unless a certificate from the State is submitted with the response to this RFP.

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

Only one of the above Preference designations may be applied to this "Request for Proposals".

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

17. Insurance Requirements

The Consultant shall procure and maintain during the term of this contract, insurance of the types and in the minimum amounts stated below:

	Standard Insurance	Limits Not Less Than
✓	Commercial and General Liability	\$1,000,000/\$2,000,000
✓	Automobile Liability	\$1,000,000/\$1,000,000
✓	Worker's Compensation as required by State Law	As required by Law
✓	Other legally required of the employer or for the contractor's occupation / profession.	As required by Law
	Specialized Insurance	
✓	Professional Liability	\$1,000,000
	Other / Specify:	

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's proposal. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Hard Copy Responses

The original and all copies, including packaging shall be clearly marked with the RFP number and

title on the front.

Offerors must submit one original, five copies, and one copy on flashdrive.

Any proposal that does not adhere to the requirements of this Section and **Section III.C “Proposal Format”**, may be deemed non-responsive and rejected on that basis.

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.) Proposals shall be placed within binders with tabs delineating each section.

Offerors must address items in the order indicated below. All forms provided in this RFP including those in the APPENDIX must be completed and included in each Proposal.

Proposal Content and Organization:

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the order indicated with divider tab inserts.

1. Letter of Transmittal – Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- Identify the submitting organization;
- Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- Identify the name, title and telephone of the person authorized to negotiate the contract on behalf of the organization;
- Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- Explicitly indicate Acceptance of the Conditions Governing the Procurement stated in Section C.;
- Be signed by the person authorized to contractually obligate the organization;
- Accept receipt of any and all amendments to this RFP.

2. Table of Contents

3. Proposal Summary (optional) – A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

4. Response to Evaluation Criteria – Responsive proposals will be evaluated by a committee and assigned points under each criterion specified below. Points will be

awarded based on the thoroughness and clarity of the response.

a. Company Background and Structure

1. Provide a general history and description of company including, but not limited to, the number of years in business, number of employees, and an organization chart showing principal staff members who will provide services to Lea County. Include the legal form of the business organization, the state in which incorporated (if corporation), the types of business venture in which the organization is involved, and the office location that will be the point of contact during the term of any resulting contract.

Offeror must disclose any involvement by the organization or any officer or principle in any material business litigation within the last five (5) years. The disclose will include an explanation, as well as the current status and/or disposition of the case.

b. Experience and Staff

1. Provide years of experience in the banking business; and show a proven effectiveness in administering contract with County governments. Offerors must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements. 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 years and types of experience relevant to the performance of the contract.

c. Approach to Scope of Work

1. Referencing the Scope of Work listed in this RFP, provide a detailed approach to fulfill the requirements of this RFP.

d. References

1. Offerors must submit at least three (3) client references. These references should have employees of 100 or greater and over 3,000 transactions per month. Include client names, contact persons, addresses, email addresses, telephone numbers, and type of accounts and length of time your firm has provided this service. Additionally, any and all contracts with County Governments shall be included on a separate sheet if not included in the main references.

Additionally, offerors 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.

e. Financial Stability

1. Offeror shall provide financial information that would allow proposal evaluators to ascertain the financial stability of the offeror. Provide the most recent financial report and the latest quarterly financial report.

f. Proposed Fees and Interest Compensation to Lea County

1. Offeror must list all proposed fees, charges and interest compensation to the County to provide complete banking services. Information should be provided in a clear and concise format.

d. Additional Appendix forms to be reviewed and/or completed

- A. "Acknowledgement of Receipt Form" (returned by October 10, 2023 – 5:00 p.m. local time)
- B. Options, Exceptions or Variations
- C. Campaign Contribution Form
- D. Resident/ Resident Veteran Preference Certification (if applicable)
- E. Related Party Disclosure Form.
- F. Cert. RE: Debarment, Suspension, and other Responsibility Matters.
- G. Non-Collusion Affidavit.

V. EVALUATION

The County will be awarding this contract based on evaluation criteria below and interview if desired. Points will be awarded based on the thoroughness and clarity of the response. 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.

Evaluation Factors	Points Available
Company Background & Structure	20
Experience & Staff	15
Approach to Scope of Work	25
References	10
Financial Stability	Pass/ Fail
Proposed Fees & Interest Compensation to Lea County	30
TOTAL POSSIBLE POINTS	100

* ADDITIONAL POSSIBLE POINTS:	
Either: New Mexico Resident Business Preference; OR...	* + 5% of total possible points (as stated on "Preference Form")
New Mexico Resident Business Veteran's Preference	* Up to +10% of total possible points (as stated on "Preference Form")

EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The PROCUREMENT OFFICER may contact the Offeror for clarification of the response, for additional information or an oral presentation to support the proposal.
3. Responsive proposals will be evaluated on the factors set forth in the RFP, which have been assigned a point value. The responsible Offerors with the highest scores may be selected as finalists, based upon the proposals submitted. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors, will be recommended for award.
4. Percentages for New Mexico Preferences will be determined based upon the point based system outlined in § 13-1-21 NMSA 1978.

APPENDIX A

ACKNOWLEDGMENT OF RECEIPT FORM

**** ONLY this form may be submitted by EMAIL: kferguson@leacounty.net**

In acknowledgment of receipt of this Request for Proposal the undersigned agrees that she/he has received a complete copy, beginning with Page 1 title page and ending with Attachment 2.

The acknowledgment of receipt should be signed and returned to the PROCUREMENT OFFICER no later than **October 10, 2023 by 5:00 pm** (local time). 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 (if any) and the written responses to those questions via an Addendum. Addenda are also immediately posted to Lea County's website: [Requests for Proposals \(leacounty.net\)](http://leacounty.net)

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 this Request for Proposals (RFP).*

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

Kelli Ferguson, Procurement Officer
Lea County
Finance Department, 4th Floor
100 N. Main, Ste. 11
Lovington, NM 88260
Fax: 575-396-1127
E-mail: kferguson@leacounty.net

APPENDIX B
OPTIONS, EXCEPTIONS OR VARIATIONS
LEA COUNTY, NEW MEXICO

BANKING SERVICES
RFP# 3 – (23-24)
DUE DATE:
October 30, 2023

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

THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS. _____
Signature

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

Signature

APPENDIX C

Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, 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 years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body 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.

Continued on next page.....

"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.

Name(s) of Applicable Public Official(s):

Board of County Commissioners: Dean Jackson, Brad Weber, Gary Eidson, Jonathan Sena, Pat Sims, Assessor Ave Benge, Clerk Keith Manes, Treasurer Susan Marinovich, Sheriff Corey Helton, Probate Judge LaDonna Hardin.

DISCLOSURE OF CONTRIBUTIONS: *(Attach extra pages if necessary)*

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

SIGNATURE REQUIRED BELOW

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 D
New Mexico Resident / Resident Veterans Preference Certification

Reminder: A COPY of the actual NM Resident / 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 of the boxes only:

Resident VETERAN Business:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

RESIDENT Business:

- I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

X _____

(Signature of Business Representative)*

(Title)

(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.*

APPENDIX E - Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Lea?

Yes _____ No _____

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Lea and have you had any of the following transactions since January 1, 2008, to which Lea County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property ?	___	___
Receiving, furnishing of goods, services or facilities?	___	___
Commissions or royalty payments	___	___

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Lea?

Yes _____ No _____

4. At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea?

Yes _____ No _____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Lea?

Yes _____ No _____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ **Date** _____

(Print Name and Title): _____

APPENDIX F
Certification Regarding

Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative

Date

Typed Name & Title of Authorized Representative

APPENDIX G

NON-COLLUSION AFFIDAVIT

STATE OF _____)

County OF _____)

_____ (name) being first duly sworn, deposes and says

that he/she is (title) _____

of (organization) _____

who submits herewith to the County of Lea, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Lea, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

Title _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires:

ATTACHMENT 1

LEA COUNTY SAMPLE CONTRACT FOR GOODS AND SERVICES

CONTRACT # _____

Effective Date: _____

LEA COUNTY CONTRACT FOR GOODS AND SERVICES

This Contract is entered into between Lea County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Lea County.

Contractor Legal Name: _____

Services Summary Description: _____

Initial Period of Performance shall be through: _____

Pre-GRT, Total Annual Charges to this contract may not exceed: _____

This Contract complies with New Mexico and County procurement requirements as follows:

- RFP # _____, BOCC approval date _____
- Bid # _____, BOCC approval date _____
- "Qualified" Professional Service, \$60,000 or less annually. Qualifications attached.
- Three Written Quotes \$60,000 or less annually. \$20,000 or less annually.
- Sole – Source Emergency Procurement
- Other: Revenue; non-financial MOA; or _____

No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.

NOTICES: All correspondence regarding this contract shall be sent to:

Lea County Government	Contractor:
Department:	ATTN:
ATTN:	Title:
Street: 100 N. Main, Ste 4	Street:
City, State, Zip: Lovington, NM 88260	City, State, Zip:
Phone:	Phone:
Fax:	Fax:
Cell:	Cell:
Email:	Email:

ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED: For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an "as ordered" basis. No funds are obligated under

Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an "as needed" basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

ARTICLE 2 - CONTRACT DOCUMENTS: The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor's responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County's solicitation documents, and the Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

ARTICLE 3 - PERIOD OF PERFORMANCE: The period of performance of this Contract shall commence _____ **or date of last signature, whichever is later**, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation by the County, this Contract may be renewed for up to _____ additional years, not to exceed a total of _____ years.

ARTICLE 4 - PLACE OF PERFORMANCE: The Contractor shall provide the required services or goods for Lea County when and where appropriate or as required by the County.

ARTICLE 5 - COST AND PAYMENT: The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in "Notices" above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Lea County to the appropriate state agency.

ARTICLE 6 - AMENDMENTS: This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

ARTICLE 7 - ASSIGNMENT: The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

ARTICLE 8 - BINDING EFFECT OF CONTRACT: Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW: This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 10 - CONFIDENTIAL INFORMATION: Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

ARTICLE 11 - CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

ARTICLE 12 - CONFLICTS OF LAW: If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

ARTICLE 13 - HIPAA COMPLIANCE: As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:
Non-Governmental Entity The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of any kind resulting from or related to the Contractor's intentional acts, errors or omissions in the Contractor's performance under this contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the

term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

Governmental Entity: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

ARTICLE 15 - INDEPENDENT CONTRACTOR: Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

ARTICLE 16 - INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractor's who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

Required Insurance: As specified in the RFP, BID documents or Attachment A.

ARTICLE 17 - KEY PERSONNEL: The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Key personnel may not be changed without prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department.

ARTICLE 18 - MEDIATION: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

ARTICLE 19 - MERGER OF PRIOR CONTRACTS: This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements

have been merged into this written Contract. No prior condition, contract, agreement, or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

ARTICLE 20 - NON-APPROPRIATION: The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

ARTICLE 21 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK:

It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

ARTICLE 22 - PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 23 - PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

ARTICLE 24 - PROCUREMENT CODE: The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

ARTICLE 25 - PROPRIETARY INFORMATION: All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

ARTICLE 26 - RECORD KEEPING AND AUDITS: The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

ARTICLE 27 - RELEASE: The Contractor, upon final payment of amounts due under this

Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 28 - SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

ARTICLE 29 - SOVEREIGN IMMUNITY:

Non-Governmental Entity: By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

Governmental Entity: By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

ARTICLE 30 - SUBCONTRACTING: This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be contracted, a statement of the individual(s) qualifications and a justification of the request to subcontract.

ARTICLE 31 - TERMINATION: The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

1. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.
2. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

ARTICLE 32 - THIRD PARTY BENEFICIARY: It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

ARTICLE 33 - WAIVER: Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 34 - DUPLICATE ORIGINALS: This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

LEA COUNTY:

County Manager

Print Name and Title

Date: _____

Date: _____

* * * * *

Contractor's NM Taxation and Revenue Department ID Number: _____

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work			Required all Contracts
Attachment B – Cost per Unit Service			Required all Contracts
Attachment C – Contribution Disclosure			Required all Contracts
Attachment D – Related Party Disclosure			Required all Contracts
Attachment E – Debarment Certification			Required all Contracts
Attachment F - Non Collusion Affidavit			Required all Contracts
Attachment G – Insurance Certificates			By Attachment A Specifications
Attachment H – 1. Business License(s) 2. Professional Licenses 3. Staff Resumes			1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts
Attachment I – Procurement Method			Purchasing Dept. Determines
Attachment J - Other			Purchasing Dept. Determines

ATTACHMENT 2

LEA COUNTY INVESTMENT POLICY



INVESTMENT POLICY

Lea County, New Mexico
Investment Policy

This Investment Policy (the "Policy") shall apply to the cash balances of Lea County, including but not limited to cash balances in the following funds:

General	Indigent Fund
Road Fund	Capital Project Fund
Debt Service	Enterprise Fund
Fire Protection	Agency

The Policy is designed to govern all investment transactions allowed under current New Mexico law for the prudent investment of cash balances, and to maximize the efficiency of the County's cash management system. The goal of the policy is to "...protect public funds by investing such funds in a manner which provides for safety of principal and adequate liquidity while maximizing investment income..."

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

SAFETY: Safety of principal is the foremost objective of the investment program. Investments of the County 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 to mitigate market risk.

LIQUIDITY: The County's investment portfolio will remain sufficiently liquid to enable the County to meet all operating requirements which might be reasonably anticipated. This objective will be achieved by laddering of investments according to the cash flow of the county. The county will have a procedure in place to alert the investment officer of any unanticipated expenditures and unanticipated revenues.

YIELD: The County's investment portfolio shall be designed with the objective of attaining at least a market rate of return throughout budgetary and economic cycles, considering the County's investment risk constraints and the cash flow characteristics of the portfolio.

It is the policy of Lea County to be fully invested (100% of available cash) at all times. The County will use projected monthly cash receipts and outlays as a tool for identifying available cash for investment purposes.

Delegation of Authority and Duties:

Authority of the Board of County Commissioners: The Board of County Commissioners acting in its capacity as a County Board of Finance pursuant to Section 6-10-8, NMSA 1978, shall have authority to set policy for management of all County investments and ensure that such Policy is carried out.

Authority of the County Treasurer: The County Treasurer has authority over the investment of public funds as outlined in the Policy and is hereby designated as the County's Investment Officer. The Investment Officer shall be responsible for all investment transactions and shall implement and maintain the system of controls outlined in the Policy in order to regulate investment activities.

Duties of the County Treasurer: The County Treasurer shall establish and appoint an Investment Committee whose membership should include the County Treasurer, County Finance Director, Commission Chairman or Vice-Chairman, and at least one public member. The County Treasurer shall serve as Chairman of the Investment Committee.

Duties of the Investment Officer:

1. Implementing this Investment Policy.
2. The timely deposit and safekeeping of all public moneys of the county.
3. Chair Investment Committee, set agenda and participate in the development, preparation, and presentation of policy recommendations to the Board of Finance.
4. Daily management of the investment of the County's cash balances (the "Investment Portfolio") including the responsibility for the placing of specific investment with banks, savings and loan associations, and others in accordance with this Policy.
5. Developing and maintaining an ongoing cash management program to estimate cash receipts (revenues) and cash disbursements (expenditures).
6. Preparation of quarterly Investment Portfolio reports which shall include but not be limited to the following:

- a. A schedule of investments by type, including with whom invested (name of bank, savings and loan or brokerage firm), purchase date, value at par, cost, interest rate, maturity date and yielding to maturity.
 - b. Average maturity and yielding to maturity for the Investment Portfolio.
 - c. Schedule of securities pledged as collateral by each financial institution as required under this Policy and with comments as to the adequacy of such pledged securities.
 - d. Schedule identifying when, and if, excess funds existed during reporting period and how investment of such funds were handled.
 - e. Percentage of County Funds held by each local financial institution in relation to the allocation formula.
 - f. Comment on any current or anticipated issues or topics regarding any investment matters.
7. Maintaining a system of internal controls, which shall be reviewed by the County Board of Finance and independent auditors on an annual basis. The Investment Officer shall review the system of controls periodically to insure compliance and effectiveness.
 8. Upon request of any member of the Investment Committee or the County Board of Finance, the Investment Officer shall call a special meeting.

Duties of the Investment Committee: The Investment Committee shall meet at least quarterly to formulate and make recommendations to the County Board of Finance regarding any cash management or investment matters. The Investment Committee shall recommend to the County Board of Finance the policies and procedures for investment of County Funds.

Eligible Investment Instruments

Cash balances shall be invested in accordance with Section 6-10-36 NMSA, 1978, and shall be equitably distributed among all banks and savings and loan associations and credit unions, having their main or manned branch offices within

the County Boundaries, as directed by Section 6-10-36, NMSA, 1978, Paragraph C.

For purposes of this policy, "equitably distributed" will be defined by pro-rata share of deposits in a financial institution within the geographical boundaries of the County, except in the case that a financial institution has failed to submit to the County Treasurer a quarterly "Risk Assessment Report" with supporting documentation (i.e. Thrift or Call Report).

Funds that are declared "excess" due to the inability or unwillingness of a local financial institution to accept its pro-rata share of deposits may be invested as investments approved under this policy. The County will diversify use of investment instruments to avoid incurring unreasonable risk inherent in over investing in specific instruments, individual financial institutions or maturities. Approved investments are:

1. United States Treasurer Securities (U.S. Treasury Bills, U.S. Treasury Notes and U.S. Treasury Bonds).
2. Certificates of Deposits (CD's) of banks, savings and loan associations, and credit unions, collateralized as provided herein.
3. Money Market Funds whose portfolios consist entirely of the United States Government guaranteed Securities.
4. The Local Government Investment Pool pursuant to Section 6-10-10.1. NMSA 1978.
5. The following Government agencies:
 - a. Federal National Mortgage Association (Fannie Mae)
 - b. Federal Home Mortgage Association (Freddie Mac)
 - c. Federal Farm Credit Bank
 - d. Student Loan Marketing Association (Sallie Mae)
 - e. GNMA
 - f. FHLB Notes
6. Brokered CDs in amounts not to exceed FDIC insured amount for each bank from which they are purchased, regardless of the broker used.

Equities, derivatives and corporate debt instruments are specifically prohibited.

Scheduling of Investment Maturities

Investment maturities for cash balances will be scheduled to coincide with projected cash flow needs, considering anticipated revenues and expenditures. As a guideline (not a requirement), the County will invest in instruments with the following maturities:

- 25% Less than one year
- 60% Between one and five years
- 15% Five years or more

The Board of Finance recognizes that longer maturities normally produce higher investment returns, and a higher risk. This distribution will be monitored by the Investment Committee and adjusted to match cash flow needs on a monthly basis.

Safekeeping and Collateralization

All investment securities other than local financial institution Certificates of Deposit purchased by the County shall be in third-party safekeeping by a State Board of Finance approved institution acceptable to the County. The safekeeping institution shall issue a safe keeping receipt to the County listing the specific instrument, rate, amount, maturity date, instrument number, term, and other pertinent information.

Deposit-type securities shall be collateralized in accordance with the State Board of Finance Bank Collateral Policy and the State Board of Finance Savings and Loan Collateral Policy which are adopted and incorporated within this Investment Policy. Such collateral shall be held by an independent third party financial institution acceptable to the County. Securities eligible as collateral are those defined under Section 6-10-17 NMSA 1978.

Ethics and Conflict of Interest

The Investment Officer and members of the County Board of Finance and Investment Committee shall refrain from personal business activity that could

conflict with proper execution of the investment program, or which could affect or impair their ability to make impartial investment decisions. (See Section 6-10-53 NMSA, 1978). County Investment officials shall disclose to the County any financial interest or personal investment in financial institutions that could be related to or affect the performance of the County's Investment Portfolio or that might be construed as a conflict of interest. If required such disclosure statements shall be filed annually with the County Treasurer and County Manager. A summary of these disclosures shall be reported in the Quarterly Report to the County Board of Finance. Such investment officials shall act responsibly to separate their personal banking and investment activities from those of the County, particularly with regard to the time of securities purchases and sales.

Prudence

The Standard of Prudence to be used by the County Board of Finance and Investment Officer shall be the "Prudent Person Rule". This concept discourages speculative transactions and attaches primary significance to the preservation of capital and secondary importance to the generation of income and capital gains. The County's Investment Portfolio shall be managed in this context; therefore, the Investment Officer acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported on a timely basis and appropriate action is taken to control adverse development.

Prudence to be applied in accordance with Section 6-10-8 NMSA, 1978 which states: Investments shall be made with judgment and care – under circumstances then prevailing – which persons 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.

Revisions of the Investment Policy

The Board of Finance may recommend any revisions in this Policy that they believe would be beneficial to the County. It shall be the obligation of the

Investment Officer to bring such amendments to the Investment Board and obtain the approval of their majority before such changes and amendments take effect.

In the event the State law is changed to allow other securities as appropriate for investment by the County, then this Policy may be amended to include those securities as appropriate with the approval of the County Board of Finance.

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-MAR-052R

A RESOLUTION APPROVING THE INVESTMENT POLICY FOR LEA COUNTY

WHEREAS, Lea County Treasurer, Susan Marinovich, would like the Board of County Commissioners approval of the Investment Policy for Lea County; *and*

WHEREAS, the Investment Policy shall apply to the cash balances of Lea County, including but not limited to cash balances in the following funds: General, Indigent Fund, Road Fund, Capital Project Fund, Debt Service, Enterprise Fund, Fire Protection, and Agency; *and*


WHEREAS, the Investment Policy is designed to govern all investment transactions allowed under current New Mexico law for the prudent investment of cash balances, and to maximize the efficiency of the County's cash management system; *and*

WHEREAS, the goal of the policy is to "...protect public funds by investing such funds in a manner which provides for safety of principal and adequate liquidity while maximizing investment income...".

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the attached Lea County Investment Policy is hereby approved.

PASSED, APPROVED AND ADOPTED on this 4th day of March, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

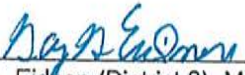
LEA COUNTY BOARD OF COUNTY COMMISSIONERS




Rebecca Long (District 2), Chair
Voted: Yes No Abstain



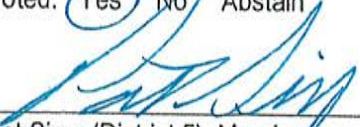
Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain



Gary G. Eidson (District 3), Member
Voted: Yes No Abstain



Jonathan Sena (District 4), Member
Voted: Yes No Abstain



Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: Hollye Shearer
Hollye Shearer, Deputy Clerk

[Signature]
John W. Caldwell, County Attorney

