



City of Roswell

PURCHASING DEPARTMENT

425 N. RICHARDSON AVE., ROSWELL, NM 88201

LUPITA EVERETT, CHIEF PROCUREMENT OFFICER

PHONE NUMBER: (575) 637-6222

EMAIL: l.everett@roswell-nm.gov

REQUEST FOR PROPOSAL

RFP NUMBER:	19-006
RFP NAME:	FINANCIAL AND BANKING SERVICES
COMMODITY CODE:	94625 BANKING SERVICES
DEPARTMENT:	FINANCE
DATE OF OPENING:	JUNE 11, 2019
TIME OF OPENING:	2:00 P.M.

IMPORTANT:

PROPOSALS DUE: JUNE 11, 2019, 2:00 P.M
OFFICE OF THE CHIEF PROCUREMENT OFFICER, CITY HALL
425 N. RICHARDSON AVE., ROSWELL, NEW MEXICO 88201

seeroswell.com

GENERAL NOTICES

I. Standards

1. This Request for Proposal is issued seeking submissions for the service indicated according to the New Mexico Procurement Code, NMSA 1978, § 13-1-22 to -199 and the City of Roswell's RFP Procedures Guide. All proposals are subject to the following conditions and all applicable state and local laws.
2. The Chief Procurement Officer reserves the right to amend and/or cancel the Request for Proposals prior to the time and date of the proposal opening.
3. The Chief Procurement Officer reserves the right to correct any proposal awarded erroneously as a result of a clerical error on the part of the City of Roswell.
4. Notice is hereby given that as the governing body of the City of Roswell, the City Council reserves the right to reject any and all proposals received. In the case of ambiguity or lack of clarity, the City reserves the right to determine the best proposal or to reject same or to waive irregularities and technicalities.

II. Proposal

B. Submissions

1. Proposals will be received in the Office of the Chief Procurement Officer at City Hall, 425 N. Richardson Ave, Roswell, New Mexico, 88201 until the due date stated herein.
2. All proposals must be clearly marked on the outside of the box or envelope packaging with the proposal number and opening date. Should a proposal be opened prior to the official opening date due to the lack of a proper marking, it will be rejected.
3. **These words must be written on the EXTERIOR of the Proposal packet mailed, or otherwise hand or courier delivered on the bottom left corner of the SEALED ENVELOPE/MAILER/BOX/PACKAGE/CONTAINER. Failure to do will cause the proposal to be rejected by the City of Roswell:**
 - **SEALED PROPOSAL**
 - **RFP-19-006**
 - **JUNE 11, 2019**
 - **OFFEROR'S NAME**
 - **OFFEROR'S ADDRESS**
4. Proposals which are mailed, or otherwise hand or courier delivered prior to the point of opening must contain the Information detailed in paragraph 1 above and **must be mailed or otherwise hand or courier delivered to:**

Mailed to:	City of Roswell Office of the Chief Procurement Officer P.O. Box 1838 Roswell, NM 88202-1838
(or)	
Delivered to:	City of Roswell (May be delivered to the main Reception Desk) 425 North Richardson Ave. Roswell, NM 88201
5. Facsimile and electronic proposals are not accepted.
6. One complete copy of the proposal, including specifications and any other requested literature, must be submitted with the proposal, along with copies requested.
7. Samples of items, when required, must be furnished, free of expense, prior to the opening of proposals, and, if not destroyed will, upon request of the Offeror, be returned to the Offeror at the Offeror's expense. Copies of any warranties must be

included with the Proposal and must be for the maximum amount the manufacturer provides, if goods are warrantable.

8. All Offerors and/or Offerors doing business with the City of Roswell shall fill out the City of Roswell VENDOR INFORMATION FORM. All Offerors and/or Offerors doing business with the City of Roswell must also provide IRS FORM W-9 (REV. December 2017), both forms are included in this proposal package. Failure to do so may cause the proposal to be rejected by the City of Roswell.
9. All Offerors must complete the **CAMPAIGN CONTRIBUTION DISCLOSURE FORM** included in this REQUEST FOR PROPOSAL packet. Failure to do so will result in rejection of said proposal.
10. Proposals must be submitted on the proposal schedule attached.
11. **Proposals received later than the time and date when specified as due will not be considered.**
12. Amendments to or withdrawals of proposals received after the time and date set for proposal opening will not be considered.
13. Unless otherwise instructed, alternate proposals shall not be submitted and will not be considered.
14. All proposals must be valid for a minimum of **120 days** after proposal opening, unless otherwise stated on the Proposal Sheet by the individual Offeror or the City of Roswell.

C. Terms

1. Any prices pertaining to exceptions must be attached to the proposal (stapled, bound or secured otherwise). If the Offeror provides any options other than those requested, these will not be acceptable.
2. For items of tangible personal property included as part of the proposal, all prices should be stated in units or quantities specified, with packing and delivery charges included. The specifications for the services or items of tangible personal property to be procured.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items, the Offeror should so state.
4. Proposals must be made out and signed in the corporate or other name of the Offeror and must be fully and properly executed by an authorized person.
5. Pursuant to NMSA 1978, § 13-1-108, all contracts solicited by competitive sealed proposals for the City of Roswell require that the proposal amount exclude the applicable state gross receipts tax. As the City of Roswell is required to pay the applicable state gross receipts tax, all requests for payment shall include a separate amount on each billing reflecting the applicable tax.
6. All applicable state gross receipts tax charged to the City of Roswell shall be at the current rate at the time of the project. To the extent permitted by law and applicable rules and regulations, Offerors and/or Offerors doing business with the City agree to report the gross receipts tax charged to the City of Roswell on New Mexico Taxation & Revenue Department form CRS-1 and use Roswell as the municipality name in column A and 04-101 as the location code in column C.
7. If applicable, pursuant to NMSA 1978 §13-1-146, a bid security or bond shall be required of Offerors for construction contracts in excess of twenty-five thousand dollars (\$25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount bid shall be a bond provided by a surety company authorized to do business in the state of New Mexico, or the equivalent in cash. See more specific requirements regarding bonding set forth herein below.

8. If applicable, pursuant to NMSA 1978 §13-4-11 (A), state wage rates shall apply to any bid or proposal on construction or public works projects in excess of \$60,000.00. In addition all bidders and Offerors shall comply with federal wage rates on applicable projects.

III. Opening and Evaluation

1. Offerors or their representative may be present at the proposal opening.
2. All interested parties are invited to attend proposal openings of the City of Roswell.
3. Proposals will be opened and Offeror's names disclosed aloud in front of whosoever is present at precisely the time, the date and the place stipulated in the Request for Proposal and in the legal notice published in the newspaper. The contents of the proposals will not be disclosed at this time.
4. Each proposal will be evaluated by the Chief Procurement Officer for initial responsiveness and shall have a proper witness present. The Offeror is to provide complete specifications. Acceptable exceptions to specifications will be determined by the Chief Procurement Officer with the aid of the appropriate department head.
5. The Chief Procurement Officer and the department or evaluation committee will rule on any point needing clarification.
6. The apparent Best Proposal, meeting specifications, will be determined by the evaluation committee.
7. Following determination of the Best Proposal, the Chief Procurement Officer or Project Manager will recommend to the City Council that the City Manager be authorized to negotiate a contract with the Offeror of the Best Proposal.
8. Information pertaining to proposals will not be released until the City Council has acted upon them and after the final execution of the contract document, pursuant to NMSA 1978, §13-1-116.

IV. Award

1. Pursuant to NMSA 1978, §13-1-115, Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award. This section shall not apply to architects, engineers, landscape architects and surveyors who submit proposals pursuant to Sections 13-1-120 through 13-1-124 NMSA 1978.
2. All Offerors who are engaged in business within the municipal limits of the City shall be licensed to do business by the City of Roswell, New Mexico prior to issuance of a contract pursuant to this RFP.

V. Additional Notices

1. The City reserves the right to render payment of any invoices using the City's Procurement Card, without incurring any penalty.
2. The City of Roswell reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the Offeror, to accept any item on the proposal.
3. Offerors and/or Offerors doing business with the City of Roswell must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act. Rev., 1979.
4. It is the sole responsibility of any Offeror who requests consideration for Resident Preference, pursuant to NMSA 1978, § 13-1-21(B), to have obtained a Resident Business Offeror's Certification from the New Mexico Taxation and Revenue Department and provide a copy of

- the same to the City prior to the proposal opening. Requests for consideration for Resident Business or Offeror's Preference after proposal opening will not be considered. An Offeror's request for Resident Preference will be honored only when the provisions of Sections 13-1-21 and 13-1-22 of the State Purchasing Act have been met.
5. Any equipment supplied to the City of Roswell must comply with all requirements and standards as specified by the federal government's Occupational Safety and Health Act of 1971. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting OSHA specifications will be refused. The supplier may be required, at its expense to provide training to municipal employees in the operation of this item and its maintenance, at the convenience of the City of Roswell.
 6. Pursuant to NMSA 1978, Section 13-1-172 an Offeror who believes they have been aggrieved may file a protest in writing with the Chief Procurement Officer within 15 calendar days of the occurrence of the event giving rise to the protest.
 7. The Procurement Code (NMSA 1978, §§13-1-28 to -199), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

LUPITA EVERETT
CITY OF ROSWELL
CHIEF PROCUREMENT OFFICER

PART I: DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

A. Contract

Contract shall mean an agreement executed by the City and the Offeror for the performance of the work and services, and the furnishing of materials or equipment, or both, as set forth in this Request for Proposal. The documents that will form the contract include this "Request for Proposal", all attachments hereto, the winning Offeror's "Proposal", and the subsequent "Contract Agreement."

B. Contracting Officer(s)

Contracting Officer(s) shall mean the designated representative(s) of the City with the authority to direct and modify the Contract Agreement with the Offeror.

C. Cost Proposal

Cost Proposal shall mean any and all representation pertaining to pricing or cost to be proposed for services or items for this project. Any cost or pricing documents including the 'Cost Proposal Form' shall be contained within the **cost proposal sealed envelope and labeled on the outside as indicated on the Checklist included with this RFP**. Cost or pricing shall not be contained or disclosed within the contents of the Technical Proposal.

D. May

Use of the term "may" with regard to Offerors indicates a permissive or optional term or condition, which will not affect consideration or evaluation of an Offeror's Proposal.

E. Offeror

Offeror shall mean the individual, partnership, or corporation (or legally authorized representative if the context so requires) who or which agrees, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in a contract with the City of Roswell, New Mexico.

F. Protest

A written protest of an aggrieved Offeror, as described in NMSA 1978, § 13-1-172 and 1.4.1.81 NMRA, and subject to the requirements and limitations therein. In particular, all protests must be submitted in writing no later than 15 days after the act or event complained of. Furthermore, only an Offeror who is actually aggrieved by an act or event may protest it. All written protests shall be directed and mailed to the Procurement Manager.

G. Shall

Use of the term "shall" with regard to Offerors indicates a mandatory requirement, failure to adhere to which subjects the Offeror to summary rejection.

H. Should

Use of the term "should" with regard to Offerors indicates a term or condition, fulfillment of which is not mandatory but which shall contribute towards the consideration of the Offeror's Proposal.

I. **Surety**

Surety shall mean the party who is bound with and by the Offeror to ensure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract.

PART II: GUIDELINES AND PROCEDURE

VI. **Proposal Guidelines**

A. General Proposal Requirements

1. This RFP is issued by the City in accordance with the provisions of Sections 13-1-111 and 13-1-117 NMSA 1978, General Government Administration Procurement regulations NMAC 1.4.1.29 through 1.4.1.47; General Government Administration Procurement Code Regulations for Use of Competitive Sealed Proposals for Construction and Facility Maintenance, Services and Repairs, NMAC 1.4.8.1 through 1.4.8.17; and City of Roswell RFP Procedures Guide.
2. Offeror will submit a proposal for the project indicated in this RFP and Scope of Work/Services to meet the minimum requirements identified. The requirements stated herein do not preclude Offeror from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.
3. Proposals shall be mailed or otherwise hand or courier delivered as follows, provided that no Proposal received after the due date listed above shall be considered:

Mailed: City of Roswell
Office of the Chief Procurement Officer
P.O. Box 1838
Roswell, NM 88202-1838

Hand Delivery: City of Roswell
(May be delivered to the main Reception Desk)
425 North Richardson Ave.
Roswell, NM 88201

4. Proposals must be submitted in the format outlined in this RFP. Additional information may be submitted in the form of separate bound appendices. Offerors must furnish all information required by the request.
5. Failure to adhere to any requirement or to meet any deadline set forth in this RFP may result in summary rejection of the Proposal by the Chief Procurement Officer.
6. The City may reject any or all proposals or parts of proposals, waive non-material irregularities in any proposal, **negotiate any modifications to a Proposal that it deems acceptable , or process the selection of the successful Proposal without further discussion, as it deems it in its best interest to do so.**
7. Offerors will fully inform themselves on conditions, requirements, and specifications before submitting their proposal. Failure to do so will be at Offeror's own risk and the Offeror cannot secure relief by plea of error.

8. The Chief Procurement Officer along with a proper witness will review all submissions and remove any that are non-conforming or non-responsive to the RFP. The Evaluation Committee may, at their sole discretion, limit the number of Offerors who may be offered the opportunity to present their proposals to the City and associated project staff. Based on interviews, information presented in the proposals, and any supplemental information requested, a finalist whose proposal best suits the needs of the City will be selected for City Council approval. The City will then enter into negotiations regarding a Contract and other related agreements.
9. Proposal documents must be prepared simply and economically, and provide a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the RFP. Unnecessarily elaborate brochures or other presentations are not required. Completeness and clarity of content must be emphasized. All brochures, presentations and items submitted in support of proposals will become part of the Contract.
10. Proposals may be modified or withdrawn in writing to be received prior to the closing date and time specified. Proposals may be withdrawn in person by an authorized representative of the Offeror.
11. All signatures on proposals, amendments, or related correspondence must be by persons who are authorized to contractually bind the Offeror.
12. All costs incurred in the preparation and submission of proposal will be borne by the Offeror.
13. The City shall be the sole judge of Offerors' qualifications and reserves the right to verify all information submitted by the Offerors. The proposal selected will be that proposal which is judged to be the most beneficial to the City.
14. The City may make such investigation as deemed necessary to determine the ability of an Offeror to furnish services, and the Offeror will furnish to the City all information and data for this purpose as the City may request.
15. The City reserves the right to reject a proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the Contract, and to deliver the equipment and services contemplated herein.
16. City procurement regulations will be used throughout the solicitation, evaluation, award and administration process for this proposal/contract.
17. **Questions:**
Questions shall be directed in writing to the Procurement Manager via email, with a copy to the Project Manager at the following addresses:

Chief Procurement Officer:

Lupita Everett
Purchasing Agent, C.P.O.
425 N. Richardson Ave.
Roswell, NM 88201
Email: l.everett@roswell-nm.gov

Project Manager:

Rebecka Hicks
Supervising Accountant
425 N. Richardson Ave.
Roswell, NM 88201
Email: b.hicks@roswell-nm.gov

All questions will be addressed by the Chief Procurement Officer via Addendum to this RFP. Questions submitted after the deadline provided below in the "Summary of Anticipated Schedule" will not be addressed.

B. Proposal Contents and Format

1. This section provides a summary of information to be included in fulfilling the requirements of this RFP. Offeror must emphasize the rationale for the particular solution being proposed and emphasize its unique advantages
2. To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The City, at its sole discretion, may reject any proposal which is unclear in any way.
3. The Offeror must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, Offeror, joint venture, consortium, or individual which the Offeror intends to assign to a key management role in the agreement with the City of or to which the Offeror intends to assign material responsibilities under any such agreement.

4. **Copies**

Each Offeror is required to submit copies of their proposals as follows: one (1) unbound hard copy labeled "Original" and four (4) bound hard copies of the proposal that includes all information in the format outlined in this Request for Proposals (RFP). Proposals must be received before **JUNE 11, 2019, 2:00 P.M.** The City will not accept any proposal received after the submittal due date and time.

5. **Sealed Container; Notation**

The documents shall be in a sealed container (envelope, box, courier mailer, etc.) with the following information written on the outside, bottom left hand side of the container as follows:

Sealed Proposal

RFP-19-006

JUNE 11, 2019, 2:00 P.M.

Offeror's Name

Offeror's Address

6. **Confidential Data**

If a request is received for disclosure of data, for which an Offeror has made written request for confidentiality, the Chief Procurement Officer shall make a determination that the data is, in fact, confidential and proprietary financial information concerning the Offeror's organization and whether or not the data qualifies as a trade secret under the Uniform Trade Secrets Act, Sections NMSA 1978 57-3A-7. Unless the Offeror takes legal action to prevent disclosure of data that does not meet the requirements of the Uniform Trade Secrets Act, the data will be so disclosed. After award the proposal shall be open to public inspections subject to any continuing prohibition on the disclosure of confidential data. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" shall be readily separable from the proposal in order to facilitate public inspection for the non-confidential portion of the qualifications based proposal.

7. **Forms Required**

Offerors must include all required forms and attachments applicable for this RFP, including but not limited to, Certificate of Insurance, Proposal Acknowledgement Form, Vendor Information Form, IRS Form W-9, Non-collusion Statement, Campaign Contribution Form and Cost Proposal Form as well as all appropriate bonding materials. Failure to include any required form or provide evidence of required bonding will subject the Proposal to rejection.

8. **Cost Proposal**

- a) The Proposal shall include a Cost Proposal, according to the format of the Cost Proposal Form included with this RFP, which shall be provided in a ***separately sealed envelope***, which shall be labeled:

COST PROPOSAL

RFP-19-006

OFFEROR'S NAME AND ADDRESS

- b) Failure to provide the Cost Proposal Form, or any document pertaining to cost, in a separately sealed envelope is a material non-conformity which will result in the summary rejection of the Proposal.
- c) Any exceptions to the requirements of this RFP taken by the Offeror in formulating the Offeror's cost proposal must be clearly stated and explained in this Cost Proposal Form.

9. **Format and Organization of Proposal Materials**

- a) Four (4) bound proposal copies must be bound with either a 3 Ring Binder or Spiral bound and have Tab Dividers for each section listed below. The proposal content shall be submitted on 8 ½" x 11" white paper, 20 lbs and typed on front only.
- b) **Cover Letter.** This letter is an introduction to the City that your company is submitting a proposal and why.
- c) **Title Page** with the RFP Number and RFP Name, Offeror's name and address, telephone number, web address, name of contact person and email address.
- d) **Table of Contents** that includes a clear identification of the written material by section and page number.
- e) **General Information about Firm.**
- i. Include the name of Offeror's name and address, telephone number, web address, name of contact person, email address.
 - ii. **Transmittal Letter** (separate from the Cover Letter) that specifically states the Offeror's understanding of the work to be accomplished and briefly outlines the Offeror's strengths in providing the required services. This letter shall be signed by an authorized corporate officer for each entity included as a team proposal.
 - iii. **Written Assurance** that no member, officer or employee of the Offeror or its designees or agent or public official exercising any functions or responsibilities with respect to the proposed services have any personal financial interest, direct or indirect, in any contract, subcontract or proceeds thereof, for work to be performed in connection with the proposed project.
- f) **Firm's Experience and Qualification**
- i. Proposals for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services.
 - ii. Provide a profile of your organization and describe its legal structure principal officers and organizational structure.
- g) **Scope of Services**
- Offeror will include in their approach to completing the work elements described in the Statement of Work section of this RFP. The Scope of Services will address each task in the Statement of Work, listed numerically to correspond with the RFP.

II. Evaluation Procedure

A. City's Rights

The City reserves the right to revise or extend this schedule at its sole option. In its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding selection of an offeror for this project. The City reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific proposal elements with an Offeror into a project of lesser or greater magnitude than described in this RFP or the Offeror's reply.

B. Addendum Effect on Request for Proposal

In the event an addendum to this RFP is issued, all solicitation terms and conditions will remain in effect unless specifically changed by the addendum.

C. Summary of Anticipated Schedule

	Action:	Responsibility:	Date:
1.	Issue RFP	City of Roswell	05/19/2019
2.	Deadline to Submit Written Questions	Offeror	05/31/2019
3.	Response to Questions via Addendum	Procurement Manager	06/04/2019
4.	Submission of Proposal: 2:00 PM	Offerors	06/11/2019
5.	Evaluation/Interviews (if held) Start: JUNE 12, 2019	Evaluation Committee	06/21/2019
6.	Notice of Intent to Award	Procurement Manager	06/28/2019
7.	Recommendation to Finance Committee	Procurement Manager or designee	07/02/2019
8.	Recommendation of Award to City Council	Procurement Manager or designee	07/11/2019
9.	Protest Period	Effect Date: 07/12/2019	07/27/2019
10.	Contract Negotiations/Executed	City Manager	07/29/2019
11.	Notice of Award	Procurement Manager	Upon Executed Contract

D. Explanation of Sequence of Anticipated Schedule

1. Issue RFP

The Chief Procurement Officer shall issue the RFP for this project on this date specified in the Anticipated Schedule above.

2. Deadline to Submit Written Questions

Questions pertaining to this RFP will only be accepted through email by no later than 5:00 p.m. according to the specified date in the schedule above. This is the date and time set for submitting written questions regarding the RFP document and procurement process to the Chief Procurement Officer via email address: l.everett@roswell-nm.gov or 425 N. Richardson Ave., Roswell, NM 88201.

3. Response to Written Questions via Addendum

The Chief Procurement Officer shall issue a written response to timely submitted written questions via an Addendum regarding the RFP procuring document or the procurement process, if applicable. This is the date that has been set to signify no other Addendum will be issued on the project so that Offerors have time to finalize their responses. Answers to all received questions are expected to be available to all Offerors who submitted written questions (or attended the Pre-Proposal Meeting if held) via email through an Addendum to the RFP by the deadline given on the schedule above and will be publicly posted. All Offerors shall acknowledge the receipt of the Addendum(s) where indicated on the “**Proposal Acknowledgement Form**” found on page **36** of this RFP document.

4. Submission of Proposal

- a) Proposals shall be submitted no later than the date and time provided in this RFP. Late Proposals *will not* be accepted. It is the Offeror’s responsibility to ensure that Proposals arrive at the appointed location, date and time. Proposals may be delivered early to avoid any possible delay of the submission.
- b) If an Offeror desires to change a proposal that already has been submitted, the change may be made by a signed letter that refers to the RFP and addendum number(s). The letter must be received at the designated place, prior to the hour and date specified for receipt of proposals in the amended RFP.
- c) PROPOSALS RECEIVED AFTER THE DEADLINE SHALL BE CONSIDERED NON-RESPONSIVE. Proposal submittals shall be date and time-stamped by the City’s office that is designated to receive proposals. A public log will be kept of the names and submittal times of all Offerors who submitted proposals.
- d) The Chief Procurement Officer shall review the proposals for completeness and compliance with the mandatory requirements prior to distribution to the Evaluation Committee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination which will include the right of the Offeror to protest the decision. The Chief Procurement Officer shall designate a witness to be present during the opening of the proposals. The witness and Chief Procurement Officer shall sign the “List of Offerors” for the procurement file.

5. Proposal Evaluation

During the Proposal Evaluation, the Evaluation Committee will convene to discuss and score Proposals and shall be recorded on the Master Score sheet. Once the interviews (if held), have been completed, the Cost Proposal sealed envelope will be opened, reviewed and points will be added to the Master Score sheet then finalized. A Tabulation Sheet will be created to outline the individual Offerors total average points and ranking.

Note: The Evaluation Committee reserves the right to hold interviews. The number of interviews, if held, will be at the discretion of the Evaluation Committee. The Evaluation Committee reserves the right to award the contract without interviews. If interviews are not held, the decision shall be documented for the procurement file.

Interviews

If interview(s) are to be held, the date, time, and location of the Interview meeting will be included with the notice to those Offerors selected for interview. A list of questions shall be distributed to the Offerors.

6. Notice of Intent to Award

Upon approval of Recommendation of Award by City Council, the Procurement Manager shall issue the **Notice of Intent to Award** and the City Manager or designee shall contact the winning Offeror in order to initiate contract negotiations.

7. Recommendation of Award to Finance Committee

The Evaluation Committee shall prepare an evaluation report and a recommendation to the City Council Committee for award of the Project that shall include a summary of the total scores and ranking of all Offerors.

8. Recommendation of Award to City Council

If approved at **Finance** Committee, the evaluation report and award recommendation shall be presented to the City Council for award of the Project.

9. Protest Period

A written protest of an aggrieved Offeror, as described in NMSA 1978, § 13-1-172 and 1.4.1.81 NMRA, and subject to the requirements and limitations therein. In particular, all protests must be submitted in writing no later than 15 days after the act or event complained of. Furthermore, only an Offeror who is actually aggrieved by an act or event may protest it. All written protests shall be directed and mailed to the Chief Procurement Officer.

10. Contract Negotiations / Execution

The City reserves the right to enter into negotiations with the highest ranked Offeror(s) per NMSA 13-1-115. If contract negotiations are not finalized within a reasonable period of time, the City will conclude negotiations with the selected firm(s) and begin negotiations with the next ranked firm based on final ranking.

11. Notice of Award

Upon completion of negotiations and finalized executed contract, the Procurement Manager shall issue the Notice of Award.

III. Evaluation Criteria

The following criteria will be used by the Evaluation Committee to evaluate each proposal and create a score for each of the proposals. Each member of the Evaluation Committee will rank all proposals from highest to lowest evaluation score, and the rankings of all members of the Evaluation Committee shall be compiled. If any proposal receives a majority of first place votes, that proposal will represent the best value for the City and will be recommended for award of the contract. The criteria are not listed in any priority order. The Evaluation Committee will consider all criteria in performing a comprehensive evaluation of each proposal. Once the Interviews (if held), have been completed, the 'Cost Proposal' sealed envelope will be opened, reviewed and points will be added to the evaluation score sheet then finalized. The score sheets for each of the Offerors will be tallied which include all criteria items and the highest ranking averaged score will be the proposal to be recommended for the award to council. Weights have been assigned to each of the criteria in the form of points. **TOTAL POSSIBLE POINTS=125.**

EVALUATION CRITERIA

Evaluation Criteria:

Possible Points:

Capabilities of Firm to Render Services

40 Points

Proposer's Services meet or exceed those found in the Scope of Work, either within the Financial Institution OR with a Third Party Provider. Proposer demonstrates a willingness to stay current with new technology and offer those services to the City as they become available

Qualifications of the Firm

20 Points

Proposer is FDIC insured. Financial Institution's last audited financial statement or other similar document has been provided to prove financial strength and ability to collateralize the uninsured portion of the City's deposits. Compliance with depository regulations and requirements as set forth in applicable local, state and federal laws has been demonstrated.

Experience of Banking Personnel

10 Points

Cover letter adequately introduces personnel that would be working with the City and provides their resumes as evidence of Commercial Banking experience. References have been given.

Overall quality and completeness of Proposal

5 Points

Proposal is complete, organized and easy to read.

Basis upon which Interest is Paid

5 Points

Offeror has clearly stated the basis upon which interest on collected balances is to be paid, whether a fixed rate, adjustable rate or some other means. When an adjustable rate has been used, the Financial Institution has indicated the method of computing the rate.

Interview (if held)	25 Points
Cost	20 Points

TOTAL POSSIBLE POINTS: 125 POINTS

PART III: SCOPE OF WORK / SPECIFICATIONS

I. General

A. City's Intent

It is the City's intent to maintain all its banking services, **with the exception of investment accounts**, with one banking institution, and as such, **all proposals must include services for all bank accounts**. Proposals for partial services will not be considered.

B. Background

The City of Roswell is seeking sealed proposals for financial and banking services from full-service institutions. With the ongoing changes in technology and treasury management practices occurring within the banking industry, the City has determined that a review of services offered is appropriate at this time as a prudent procurement practice. The primary objective of this proposal is to obtain the most efficient, high quality service at the most reasonable cost.

At the present time, the City maintains an Operating Account, a zero-balance Payroll Account and multiple other generalized accounts, some interest bearing and some not. Account statistics are given in Appendix A. **The City reserves the right to add or reduce the number of accounts required to meet its banking objectives.**

II. Statement of Work

The Offeror shall provide the following:

A. Customer Service Representative:

Bank shall provide a dedicated Customer Service Representative for City's accounts. He/she shall serve as the City's single point-of-contact at the Bank. Bank shall provide all contact information such as name, address, phone number and e-mail address of the Customer Service Representative and that person's representative when absent. The Customer Service Representative, or his/her representative must be available Monday thru Friday, 8:00 a.m. to 5:00 p.m. on banking days

B. Deposit Services:

1. Accept deposits daily, usually between the hours of 9:00 a.m. and 3:00 p.m.
2. Guarantee same day credit for incoming wire transfers, electronic funds transactions and ACH deposits on the day received regardless of the time of receipt during the day
3. Guarantee same day credit for all items that are cleared by the bank on the same day the deposit is made
4. Guarantee one (1) business day credit for all items deposited that clear at and institution located within the Federal Reserve Region
5. Guarantee same day availability for funds received from Federal, State or County governmental entities
6. Guarantee all other items be credited no later than the office of the Federal Reserve Bank's schedule of credit availability, as indicated from time to time by the "Current Operating Circular"

7. Notify the City by e-mail whenever there is a discrepancy with a deposit ticket. A tape will be provided with the deposit to track discrepancies in cash, coin or checks. The Bank must get approval by an authorized City employee to make any changes to deposit tickets.
8. Include a list of all the bank's deposit locations within the City's limits (excluding ATM deposits) and branch hours, within 6 miles from City Hall
9. Submit each check once for payment. All returned items must be sent to the City on a daily basis via certified mail.

C. Credit/Debit card processing:

1. Provide merchant card processing services for the City except for online credit card and e-check processing for utility billing.
2. Secure, integrated, multiple and single transaction handling of web-based solution; Point-of-Sale (POS) terminals; credit card and debit card payment; and electronic funds transfer (EFT).
3. Same-day payment processing for Internet and all City run terminals for authorizations, settlements and deposit of funds to the City's bank account Monday through Friday. Indicate if this processing is provided in-house or by a third party administrator.
4. Standard reports allowing for user-defined reporting capabilities and research tools, including the ability to track data for individual payment types, locations, and methods. Generate reports on a daily, monthly, quarterly, and annual basis using payment dates, amounts or other search criteria.
5. Consistent and reliable system functionality, payment acceptance, account information access, and "up-time" available to City staff on a 24-hour daily, seven days per week basis.
6. All funds be directly deposited to the City's account and no service charges or fee removed from the revenue. Any service charges or fees should be charged through account analysis.
7. The ability to incorporate future payment types, systems, methods or standards at little or no cost, with a short implementation curve, and minimal system upgrades.
8. All web interfaces and on-line transactions shall have a strong encryption method and use the City's Secure Socket Layer (SSL) certificate to verify server registration to prevent unauthorized or "spoofed" transactions via the Internet.

D. Billing:

1. Account analysis method, provide the unit charge for each required service, monthly and annual charges based on the City's estimated monthly volume for each service (Attachment A). Any earnings credit occurring in the account will be used to offset fees. Earnings credit on collected balances in excess of those required to pay charges incurred in any month shall be carried forward to offset future bank charges. Interest earnings rate will be computed in accordance with the negotiated rate agreed upon.

E. Monthly statements for all accounts within 7 working days. These statements must provide:

1. Listing of warrants and amounts cleared sorted by check number
2. Date warrant cleared
3. Date and amount of deposits
4. Summary of beginning cash balance, deposits/credits, warrants/debits, and ending cash balance for each day

- F. Monthly account analysis reports for the active checking accounts, and a summary providing the following information:
1. Average daily cash balances
 2. Average daily float
 3. Average daily collected balances
 4. Overdraft charges
 5. Detailed transaction volume description and prices
 6. Basis of earnings allowance
- G. The bank shall provide online services for the City to initiate wire transfers, ACH transactions, and transfers between accounts, create and store repetitive money transfer templates as well as create future-dated money transfers. Provide the cut-off time for setting up EFTs for same day execution.
- H. Web based online services shall include services such as image inquiry, information reporting, business statements, stop payments, positive pay, account balance inquiry, transaction inquiry, deposit history, and other online web applications that can provide added convenience and cost savings.
- I. Stop payments that are initiated by direct access to the bank by authorized City employees will be done the same day. The bank shall provide online confirmations of stop payments. Backup procedures (via phone and fax), forms and contacts shall be designated in the event of system failure or emergency. The bank shall provide hard copy confirmations.
- J. Positive pay to include such services as payment of matching checks by check number, vendor name and check amount, exception reports, return instructions, and holdover exceptions. Describe the procedure and timeline for paying or returning exception items and default disposition if a decision response is not received.
- K. Direct access to the bank by authorized City employees to view images of paid checks for payroll, accounts payable, and workers' compensation per month. In addition, a bank file on cancelled checks shall be available to the City for upload to the City financial system (Munis) for automatic clearing of cancelled checks on a monthly basis.
- L. Assure that proper City signature authorizations are on all paid items.
- M. The bank shall guarantee not to return unpaid because of insufficient or uncollected funds any item drawn on the City account. Any fees for overdraft will be charged to the City through account analysis.
- N. The City utilizes Electronic Federal Tax Payment System (EFTPS) to set up electronic fund transfers from its bank for Federal and State payroll taxes as well as EFT payments for retirement and State taxes
- O. Direct deposit of City employees' payroll and benefit checks into their own bank accounts (based on an employee accepting this option) with a 24-hour turnaround. Online confirmation of receipt of the payroll file transferred to the bank will be available to the City.

The bank must guarantee direct deposit amounts are available in individual personal bank accounts on the City's bi-weekly pay date on Friday. All payroll deposits must be available to the employee at the start of business on pay day. Describe the procedure and timeline for paying or returning exception items and default disposition if a decision response is not received.

P. Free checking accounts and free or reduced prices to employees on banking services.

Q. The bank shall provide support for all products and/or services provided to the City. Training operating manuals and on-going support are to be supplied by the bank for all services provided.

1. Ability to set up EFTs to make vendor payments such that an accounts payable file can be submitted electronically to the bank to process payments.

2. Other standard banking documentation and services not specified in this RFP will be provided to the City at a reasonable cost.

3. **Ability to offer the City overnight investment (SWEEP Account) for idle funds accumulated in the City's accounts. These investments must be within the City's investment guidelines set by the City Council (City Investment Policy - "Appendix B").**

R. Provide Collateralization as per state statutory requirements at the rate of 50% of the uninsured portion with allowable securities

S. Bonds

Any applicable security provided by Offeror will be retained until a contract has been awarded and executed. All bonds shall be issued by an approved surety company, licensed in the State of New Mexico.

1. Performance Bond

a) Performance bond shall mean the security approved by the City and furnished by the Offeror as an assurance that the Offeror will execute the work and will pay all lawful claims in accordance with the terms of the Contract.

b) The Offeror shall also furnish a Performance Bond executed by a Surety Company duly authorized to do business in the State of New Mexico, in an amount equal to one hundred thousand dollars (\$100,000), as security for the faithful performance of the contract.

c) No Contract shall exist until the City receives a duly executed performance bond made payable to the City. In the event the bond is not delivered within twenty (20) days of Notice of Award, then the offer shall be considered null and void and the award shall be made to the next most responsive Offeror.

T. Insurance

1. Mandatory Insurance Requirements

Prior to the commencement of the Agreement, the Offeror shall obtain and keep in full force and effect until the termination of the Agreement, the following insurance with an insurance company licensed and qualified to do business in the State of New Mexico, as evidenced by a Certificate of Insurance and/or certified copies of the insurance policy(ies), to be provided at the time of execution of the Contract.

2. Worker Compensation – Statutory minimum limits

3. Employers' Liability with a minimum of \$1,000,000 combined single limit.

4. Commercial General Liability

5. Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following coverage:
 - a) Contractual Liability
 - b) Premises and Operations
 - c) Independent Offerors
 - d) Completed Operations and Product Liability
 - e) Personal Injury
6. Additional Insured
The City shall be named as an additional insured on all liability policies.
7. Policy Cancellation
Sixty (60) days written notice of cancellation or of any material change in the policy(ies) is required.
8. Certificate Holder: City of Roswell, New Mexico

U. Working Conditions

In the performance of the Agreement, the Offeror shall adopt working conditions, and other employment policies which meet the approval of the City and comply with current applicable Federal or State laws.

1. Job Safety Compliance
 - a) It shall be the responsibility of the Offeror to comply with all the provisions applicable to the Occupation Safety and Health Act as enforced by the U.S. Department of Labor and to require all employees to comply with this law and all regulatory State or local laws affecting job safety. At a minimum, Offeror will provide a written Safety Program, a "Lockout/Tag out" Program, a safety training program for maintenance facility employees, and a performance-based safety incentive program for all maintenance technicians.
 - b) It shall be the Offeror's responsibility to maintain throughout the contract period a safety and accident prevention program which meets requirements of Federal, State and local codes and all other authorities having jurisdiction over this work.
2. Equal Opportunity Compliance
 - a) Agreement and Certification of Compliance with Federal Laws and Regulation.
 - i. The City and the Offeror (hereinafter jointly referred to as "Offeror" for the purpose of this Agreement) are subject to the requirements of Executive Order 11246, as amended; Executive Order 11625; Section 402 of the Vietnam Era Veterans Readjustment Act of 1972, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and related rules and regulations of the Department of Labor and the Office of Federal Contract Compliance Programs.
 - b) The Equal Opportunity Clause
 - i. During the performance of this contract, Offeror agrees to be bound by the following provisions as contained in Section 202 of Executive Order 11246, as amended, to wit:
 - ii. The Offeror will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Offeror will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not

be limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- iii. The Offeror will, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - iv. The Offeror will send to each labor union or representative of workers for which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Offeror's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. The Offeror will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
 - vi. The Offeror will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts, by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - vii. In the event of the Offeror's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Offeror may be declared ineligible for further Government contracts in accordance with procedures authorized by Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
 - viii. The Offeror will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-Contractor or Offeror. The Offeror will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Offeror becomes involved in, or is threatened with litigation with a Sub-Contractor or Offeror as a result of such direction by the contracting agency, the Offeror may request the United States to enter into such litigation to protect the interest of the United States.
- c) Certification of Non-Segregated Facilities
- i. Offeror certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishment, and that he does not permit

his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. Offeror agrees that a breach of his certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed Sub-Contractors for specific time periods) he will obtain identical certifications from proposed Sub-Contractors prior to the award of such subcontracts exceeding \$10,000.00 which are not exempt from the provisions of Equal Opportunity Clause, that he will retain such certification in his files, and that he will forward notice to such proposed Sub-Contractors (except where he has obtained identical certification from proposed Sub-Contractors for specific time periods.)

- d) Notice to Prospective Sub-Contractors of Requirement for Certifications of Non-segregated Facilities
 - i. A Certification of Non-segregated Facilities as required by the May 21, 1968, order on Elimination of Segregated Facilities, by the Secretary of Labor (33 Fed. Reg.
 - ii. 7804, May 28, 1968), must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).
- e) Note: The penalty for making false statements in offers is proscribed in 18 U.S.C. 1001.

3. Employer Report EEO-1

- a) The undersigned Offeror further agrees and certifies that if the Offeror has 50 or more employees, Offeror will file a complete and accurate report on Standard Form 100 (EE)-1) with a Joint Reporting Committee at the appropriate address per the current instructions within thirty (30) days of the Contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order 11246, as amended, and Rules and Regulations adopted there under.
- b) Written Affirmative Action Program (if this Contract exceeds or will exceed \$50,000)
 - i. The undersigned Offeror further agrees and certifies that if the Offeror has 50 or more employees, Offeror will develop a written affirmative action compliance program for each of its establishments as required by Title 41, Code of Federal Regulations, Section 60.1.40 and 60.2
- c) Veteran Employment Clause

- i. Offeror agrees to abide by and comply with provisions of the Affirmative Action Clause, Section 60-250.4 of 41 C.F.R. unless exempted as therein provided and which provisions are incorporated herein by reference to the same extent as though set forth herein full.
- d) Executive Order 11758 – Employment of Handicapped Persons
 - i. Offeror agrees that it will abide by and comply with the provisions of the Affirmative Action Clause, Section 60-741.4 of 41 C.F.R. (41 Fed. Reg. 16150, April 16, 1976), Affirmative Action for Handicapped Workers, which provisions are incorporated herein by reference to the same extent as though set forth herein in full.
- e) Federal Procurement Regulation Amendment 153 – Utilization of Small Business Concerns Clause
 - i. It is the policy of the Government that a fair portion of purchases and contracts for supplies and services for the Government be placed with small business concerns.
 - ii. The Offeror agrees to accomplish the maximum of subcontracting to small business concerns that the Offeror finds to be consistent with the efficient performance of this Contract.
- f) The Executive Order 11625 – Utilization of Minority Business Enterprise
 - i. It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.
 - ii. The Offeror agrees to use his best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Contract. As used in this Contract, the term “minority business enterprise” means a business, at least fifty-one (51%) percent of the stock of which is owned by minority group members. For the propose of this definition, minority groups or members are African Americans, Mexican Americans, Asian Americans, Native Americans. Offerors may rely on written representations by Sub-Contractors regarding their status as minority business enterprises in lieu of independent investigation.

III. General Conditions for Proposal

A. Contract Term

The duration of the contract will be for twenty-four (24) months from the date signed. Further, this contract may be renewed, expanded and extended by mutual agreement in annual increments for a renewal period of two (2) years for up to two (2) renewals, provided that the funds for subject contract are available and approved annually by the City Council and that the Offeror has established a satisfactory record of performance.

B. Offeror’s Relationship to the City

1. Offeror as Independent Offeror

It is expressly agreed and understood that the Offeror is in all respects an Independent Offeror as to the work, and that the Offeror is in no respect an agent, servant or employee of the City. This contract specified the work to be done by the Offeror, but the method utilized to accomplish the work shall be the

responsibility of the Offeror.

2. **Subcontracting**

Offeror may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making the City party of, or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any Sub-Contractor. No subcontract shall, under any circumstances, relieve the Offeror of its liability and obligation under this Contract, and despite such subcontracting the City shall deal through the Offeror, and Sub-Contractors will be dealt with as workmen and representatives of the Offeror. It is The Offeror's responsibility to ensure that approved Sub-Contractors have achieved the same liability coverage as the Offeror.

3. **City Representative(s)**

Unless provided otherwise elsewhere in the contract, the City may authorize representative(s) to act on behalf of the City on all matters relating to this contract, and/or services being performed hereunder. The representative(s) shall decide all questions which may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

4. **Termination of Contract**

Upon Thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Offeror, the City may without cause and without prejudice to any other right or remedy, terminate the Contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Offeror must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Offeror shall discontinue all work on the appointed last day of service and vacate the premises.

APPENDIX A

ACCOUNT NAME	CATEGORIES	6 MONTH AVERAGE
OPERATING FUNDS	Average Daily Balance	\$5,000,000
	Monthly Debits / Checks	410
	Monthly Credits / Deposits	690
(Utility Billing ACH Debits)	Customers per month	1750
	Scanned Remote Deposit Items	5,500
PAYROLL FUNDS	Average Balance	\$4,000
	Monthly Debits / Checks	45
	Monthly Credits / Deposits	2
(Employees / Bi-Weekly)	Total Employees	550
	Enrolled in Direct Deposit	550
	Direct Deposit Items/Transactions	620
OTHER FUNDS	Average Balance	\$3,000,000
	Monthly Debits / Checks	11
	Monthly Credits / Deposits	12
TOTAL FOR ALL FUNDS	Average Balance	\$8,004,000
	Monthly Debits / Checks	466
	Monthly Credits / Deposits	704
OTHER FUNDS		FUND NUMBER
	2008 GO Bond Debt Service	106
	2015 GRT Bond Debt Service	108
	2017 Recreation Bond Debt Service	216
	2017 Recreation Bond Proceeds	217
	Convention Center Event Account	222
	Convention Center Operating Account	222
	CDBG	305
	Federal Narcotic Seizure	512
	State Narcotic Forfeiture	513
	Justice Assistance Grant (JAG)	514
	Airport – PFC	613
	GRT Bond Debt Service 2008	624

	2005 WWTP Debt Service Reserve	633
	2014A WWTP Pump Debt Service	635
	2014B WWTP Bond Refund Debt Service	636
	2017 Smart Meter Bond Debt Service	638
	2017 Smart Meter Bond Proceeds	639
	Muni Court Bail Bond	820

APPENDIX B



City of Roswell Policy
Effective Date: 10/13/2017
Revision Dates:

Policy Name: Investment
Policy Number: FN0002
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1.0 Purpose:

The purpose of this policy is:

1. To provide guidance governing the investment functions of the City Treasurer's Office;
2. To ensure the safety of public funds by protecting investment principal, minimizing both credit risk and interest rate risk;
3. To maintain sufficient liquidity (cash flow) to both meet the operating requirements of the City and to avoid bank fees from analysis;
4. To attain the maximum yield possible consistent with the first two objectives while complying with the New Mexico Statutes per NMSA 1978.

2.0 Identification of Funds:

1. Pooled Investments:
 - a. General Fund (101)
 - b. Non-Major Funds
 - c. Enterprise Funds
 - d. Other
2. Non-Pooled Investments:
 - a. Restricted – not Bonds
 - b. Bonds

3.0 Standards of Care:

1. Investment Authority:
 - a. City Treasurer/Finance Officer as appointed by City Manager
 - b. Investment Officer as delegated by City Treasurer
2. Ethics and Conflicts of Interest:
 - a. Individuals involved in City investments shall:
 - i. Disclose any material interest in any financial institution with which they do business, including but not limited to personal accounts held and/or relatives working with said company;
 - ii. Disclose any personal financial/investment positions that could be related to the performance of the investment portfolio;
 - iii. Refrain from personal business activity that could conflict with the proper execution and management of the investment program or that could impair their ability to make impartial decisions;

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**City of Roswell Policy**

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- iv. Refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City;
- v. File personal disclosure forms as required by the Governmental Conduct Act and the City of Roswell Code of Conduct Policy.

3. Prudence:

- a. City Treasurer and Investment Officer will perform their duties per the Prudent Investor Standard as follows:
 - i. Exercise reasonable care, skill, diligence and prudence in considering investments as they would in managing their own affairs;
 - ii. Carefully consider investments as a part of the overall investment strategy of the City;
 - iii. Create an investment portfolio that incorporates the risk and return objectives articulated in this policy;
 - iv. Follow all State Statutes pertaining to eligible types of investments and the necessity for separation of fund balances.

4. Personal Liability:

- a. The City Treasurer and Investment Officer acting in accordance with New Mexico State Statutes and written procedures and this Investment Policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 Safekeeping and Custody:

- 1. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:
 - a. Annual Audited Financial Statements;
 - b. Proof of Federal Deposit Insurance Corporation (FDIC) or other governmental depository insurance coverage;
 - c. Proof of National Association of Securities Dealers (NASD) certification;
 - d. Proof of State of New Mexico registration;
 - e. Certification of having read the City of Roswell Investment Policy.
- 2. All trades where applicable will be executed by delivery vs. payment (DVP). This ensures that securities are deposited in the eligible financial institution prior to the release of funds.

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**City of Roswell Policy**

Effective Date: 10/13/2017

Revision Dates:

Policy Name: Investment

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3. Securities will be held by a third party custodian as evidenced by safekeeping receipts.
4. Qualifications to become a City Depository:
 - a. Annual Audited Financial Statements, as well as quarterly call reports;
 - i. Financial Institutions whose annual reports indicate successive losses for the two (2) preceding years will not qualify for City Investments.
 - ii. Financial Institutions not located within the corporate limits of the City must have assets in excess of one billion dollars (\$1,000,000,000).
 - b. Proof of Federal Deposit Insurance Corporation (FDIC) or other governmental depository insurance coverage;
 - c. Proof of equity-to-asset ratio above levels recommended by Federal Regulatory agencies.

5.0 Internal Controls:

1. City Treasurer and Investment Officer will maintain sufficient internal controls to protect against the loss of public funds arising from negligence, theft or misuse. These controls require the following:
 - a. Investment Officer will get approval for all investments activities, including any significant changes in market value, credit quality of investment positions or liquidity changes from the City Treasurer;
 - b. Monthly reconciliations of investment accounts, bank accounts and total cash position to be submitted to the City of Roswell Finance Committee will include:
 - i. Type of investment instrument, including financial institution
 - ii. Purchase date
 - iii. Cost/amount invested
 - iv. Interest rate/equivalent yield
 - v. Par value
 - vi. Term of investment and maturity date
 - vii. Yield at maturity
 - c. Compliance with State Statutes monitored at least quarterly;
 - d. Monthly verification of each Financial Institution's collateral statement for uninsured deposits in accordance with NMSA 1978 Section 6-10-16.

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**City of Roswell Policy**

Effective Date: 10/13/2017

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Policy Name: Investment

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6.0 Investment Term:

1. City Treasurer is authorized to determine the most advantageous term for each investment. However, each of the following parameters must be met:
 - a. The maximum term to final maturity shall not exceed five (5) years for any security without prior authorization of the City Council;
 - b. Liquidity will be maintained at the number of months of the shortest investment;
 - i. If the shortest investment is thirty (30) days, then liquidity will be required at an amount needed to cover thirty (30) days cash needs.
 - ii. If the shortest investment is six (6) months then liquidity will be required at an amount needed to cover six (6) months cash needs.
 - c. A system (investment ladder) will be established so that investments will be continually maturing every three (3) to six (6) months to ensure that liquidity needs are met and maintained.

7.0 Authorized Investment Types:

1. Certificates of Deposit in federally-insured Financial Institutions
2. Interest and non-interest bearing checking accounts in federally-insured financial institutions that meet the requirements for a City Depository when the amount exceeds the FDIC limit of \$250,000
3. Money Market funds in federally-insured financial institutions who are also regulated by the Securities and Exchange Commission
4. United States Treasury obligations
5. United States Government Agency and Instrumentality obligations
6. Local Government Investment Pool (LGIP), established pursuant to Section 6-10-10.1 of the NMSA 1978 and operated by the New Mexico State Treasurer

Approved as
to Form:

Aaron Holloman, City Attorney

Date: 10/13/17

Policy Approved:

Joseph Neeb, City Manager

Date: 10.13.17

Council Ratification

Date:

October 12, 2017*Accountability. Communication. Excellence. Integrity. Teamwork.*

COST PROPOSAL FORM

RFP-19-006

FINANCIAL AND BANKING SERVICES

The price shall be required to be firm for the contract period Offerors must complete the following form. **Any** information pertaining to “Cost” or “Cost Proposal” must be enclosed in a **separate sealed envelope** and labeled as per indicated on Checklist included with this RFP document. If any other items needs to be added, an additional sheet may be included, and shall be attached to this “Cost Proposal Form”.

Service Charge Detail	Monthly Volume	Unit Price	Monthly Fee	Comments
Depository Services				
FDIC Insurance				
Account Maintenance				
Deposits				
Deposit Corrections				
Duplicate Deposit Corrections				
Checks Paid – Truncated				
Checks Paid – Not Truncated				
ZBA Master				
ZBA Subsidiary				
Return Items – Chargeback				
Return Items – Reclear				
Deposited Items				
Electronic Debits				
Electronic Credits				
Stop Payments – Electronic				
Currency – Coin				
Currency / Coin Deposited / \$100				
Coin Furnished / Roll				
Currency Furnished / \$100				
ACH Services				
Monthly Maintenance				
Per Transmission				
Debits Originated Off – Us				
Debits Originated On – Us				
Credits Originated Off – Us				
Credits Originated On – Us				
Addenda Originated				
On-line Reports				
Fax Reports				
ACH Credits Received				
ACH Debits Received				
Deletions / Reversals, Per Item				

Service Charge Detail	Monthly Volume	Unit Price	Monthly Fee	Comments
Deletions / Reversals, Per File				
Return Items				
Notification of Change				
ACH Item Received (credit)				
ACH Item Received (debit)				
ACH Originated Item – One Day				
Payroll Card Fees				
Monthly Maintenance				
Employee Enrollment, Per Card Issued				
Employee Enrollment per Transmission				
Web Access, Per Company user ID				
Web Funding, Per item				
ACH Funding, Per item				
Wire Transfers				
On-Line Wire Maintenance Fees				
Electronic Wire Out Domestic				
Electronic Wire Out Book				
Incoming Wires – Domestic				
Template Maintenance				
Wire Advice Mail				
Wire Advice Fax				
Wire Advice Phone				
Bank Assisted Wires				
International Wires Out Bank Assisted				
International Wires Out Online				
Account Reconciliation				
Full Account Reconciliation – Maintenance				
Full Account Reconciliation – Per Item				
Full Recon File Transmission				
Partial Account Reconciliation – Maintenance				
Partial Account Reconciliation – Per Item				
Partial Recon Paid Check File Transmission				
Electronic Positive Pay Maintenance Per Account				
Electronic Positive Pay Maintenance Per Item				
CD-ROM Maintenance				
CD-ROM Per Image				
CD-ROM Disk				
Information Reporting				
Previous Day Service maintenance				
Current Day Service Maintenance				

Service Charge Detail	Monthly Volume	Unit Price	Monthly Fee	Comments
Per Account Fees				
Current Day Detail, per item				
Previous Day Detail, per item				
Paid Item Inquiry				
Image Inquiry, per item				
Direct Stop Pay Inquiry, per Item				
Direct Account Transfer				
Online Statements				
Controlled Disbursement				
Account Maintenance				
Per Debit				
Per Credit				
EDI				
EDI On-Line Maintenance (Receiving)				
EDI On-Line Per Transaction (Receiving)				
EDI Fax Maintenance (Receiving)				
EDI Fax, Per Page (Receiving)				
Automated Services				
Auto Overnight Investment Services				
Set-up Fees				
ACH Services				
Information Reporting Services				
ARP Services				
EDI Services				
Other				
Uncollected Funds				
NSF / Overdraft Fees				
Telephone Stop Payments				
Plastic Deposit Bags				
Check Printing Supplies				
Excess Collateral Fees				
Domestic Collections				
International Collections				
Letter of Credit Processing				
Courier Charges				
Overnight Delivery Charges				
Banking Center Deposits				

FINANCIAL AND BANKING SERVICES

BASIS UPON WHICH INTEREST IS PAID

(TO BE INSERTED WITH COST PROPOSAL SEALED ENVELOPE)

Please state the rate of interest to be paid to the City of Roswell on collected balances in this account(s), either as a flat (fixed) interest rate or as an adjustable (variable) interest rate.

Flat (Fixed) Interest Rate of _____ %

OR

Adjustable (Variable) Interest Rate bases on calculation of

SUBMISSION CHECKLIST

RFP-19-006

FINANCIAL AND BANKING SERVICES

Checklist

- ☐ 1. Proposal
 - ☐ a. 1 Unbound "Original" (may be held together with a large binder clip)
 - ☐ b. 4 "Copies", bound either in a 3 ring binder or spiral binding
 - ☐ c. Order, with labeled Tab Dividers and detailed on the Table of Contents
 - ☐ 1) Cover Letter
 - ☐ 2) Title Page
 - ☐ 3) Table of Contents
 - ☐ 4) General Information about Firm.
 - ☐ 5) Transmittal Letter (separate from the Cover Letter)
 - ☐ 6) Firm's Experience and Qualification
 - ☐ 7) Scope of Services
- ☐ 2. Documents
 - ☐ a. Certificate of Insurance (if applicable)
 - ☐ b. Non-collusion Statement
 - ☐ c. Campaign Contribution Disclosure form
 - ☐ d. Proposal acknowledgment form
 - ☐ e. Vendor Information form
 - ☐ f. W-9 form
 - ☐ g. Bond (if applicable)
 - ☐ h. **Cost Proposal Form (Enclosed in a Separate Sealed Envelope)**
- ☐ 3. Packaging
 - ☐ a. Notation on the outside of the packaging:
 - Sealed Proposal
 - RFP-19-006
 - DUE DATE: **JUNE 11, 2019, 2:00 P.M.**
 - Offeror's Name
 - Offeror's Address
 - ☐ b. One Package - Two Envelopes
 - ☐ i. Proposal and Documents a-f
 - ☐ ii. **Cost Proposal**
 - Sealed envelope shall be labeled:**
 - "COST PROPOSAL"**
 - RFP-19-006**
 - OFFEROR'S NAME**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective Offeror seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective Offeror must disclose whether they, a family member or a representative of the prospective Offeror 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 Offeror submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Offeror signs the contract, if the aggregate total of contributions given by the prospective Offeror, a family member or a representative of the prospective Offeror to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE OFFEROR 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 Offeror 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 sealed competitive proposal.

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

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

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

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

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

“Prospective Offeror” 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 Offeror” 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 Offeror.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE OFFEROR:

Contribution Made By: _____

Relation to Prospective Offeror: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) (Attach extra pages if necessary)

Signature

Title/Position

Date

--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

Title/Position

Date

PROPOSAL ACKNOWLEDGEMENT FORM

<i>RFP#:</i>	RFP-19-006
<i>NAME:</i>	FINANCIAL AND BANKING SERVICES
<i>DEPARTMENT:</i>	FINANCE
<i>DATE OF OPENING:</i>	TUESDAY, JUNE 11, 2019,
<i>TIME OF RFP OPENING:</i>	2:00 P.M.

TO: Air Freight Address: Chief Procurement Officer
 City of Roswell
 425 N. Richardson Ave.
 Roswell, NM 88201

The undersigned, doing business in the City of Roswell, submits herewith, in conformity with the instructions, conditions and specifications for the above listed proposal:

WILL TAKE THE PROPOSAL OR PROPOSALS WHICH ARE IN THE BEST INTEREST OF THE CITY.

Submit 1 original of proposal plus **4** copies to be given to the evaluation committee.

ACKNOWLEDGEMENT OF: ☐ **ADDENDUM "ONE"** ☐ **ADDENDUM "TWO"**

Proposal must remain valid **120 days** after proposal opening unless otherwise stated herein.

Offeror Name:	Signed by:
Mailing Address / City / State / Zip:	Printed Name:
Phone Number:	Email Address:
Fax Number:	Date:



City of Roswell

VENDOR NO. _____
(Assigned by Purchasing Dept.)

VENDOR INFORMATION FORM FOR: REQUEST FOR PROPOSAL OR INVITATION TO BID

COMPANY INFORMATION (Please Type or Print Legibly)			
Company Name:			
DBA (if applicable):			
Address:			
City / State / Zip:			
Owner Name:			
Email Address:			
Company Phone #:		Fax #:	

REMITTANCE INFORMATION (if different than above)	
Company Name:	
DBA (if applicable):	
Address:	
City / State / Zip:	

ACCOUNTS RECEIVABLES INFORMATION (if different than above)		
AR Contact Name:		
Email Address:		
AR Contact Phone #:		Fax #:

TAX IDENTIFICATION NUMBER		
Federal Tax ID # (Business)	New Mexico State ID (CRS ID#)	Social Security # (Individual Only)

CHECK THE BOX WHICH INDICATES YOUR TYPE OF ORGANIZATION				
Individual/Sole/proprietor	☐	C Corporation	☐	Limited liability company
Or single-member LLC	☐	S Corporation	☐	C=Corporation S=S Corp P=Partnership
	☐	Partnership	☐	Other:

A Year End 1099-MISC will be issued for a service industry or construction industry Vendor per IRS requirements.

(Revised: May 2019)

seeroswell.com

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CITY OF ROSWELL PO BOX 1838 ROSWELL NM 88202	
	6 City, state, and ZIP code		
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.