

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**
101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544
(505) 663-1889
Advertised: May 15, 2025
Closing Date: July 2, 2025
Mandatory Pre-Proposal Conference: June 4, 2025

Request for Proposals (“RFP”)

RFP Number: 26-01

RFP Name: Comprehensive Banking Services

GENERAL INFORMATION

1. Proposals in response to this RFP may be submitted either in paper form, in a sealed envelope, or electronically by email. Only one of the following submission methods is required:
2. **ELECTRONIC SUBMISSION:** Emails should be addressed to: lacbid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFP26-01 Comprehensive Banking Services**.

It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Annalisa Miranda, Chief Purchasing Officer at annalisa.miranda@lacnm.us to confirm the Proposal was received.

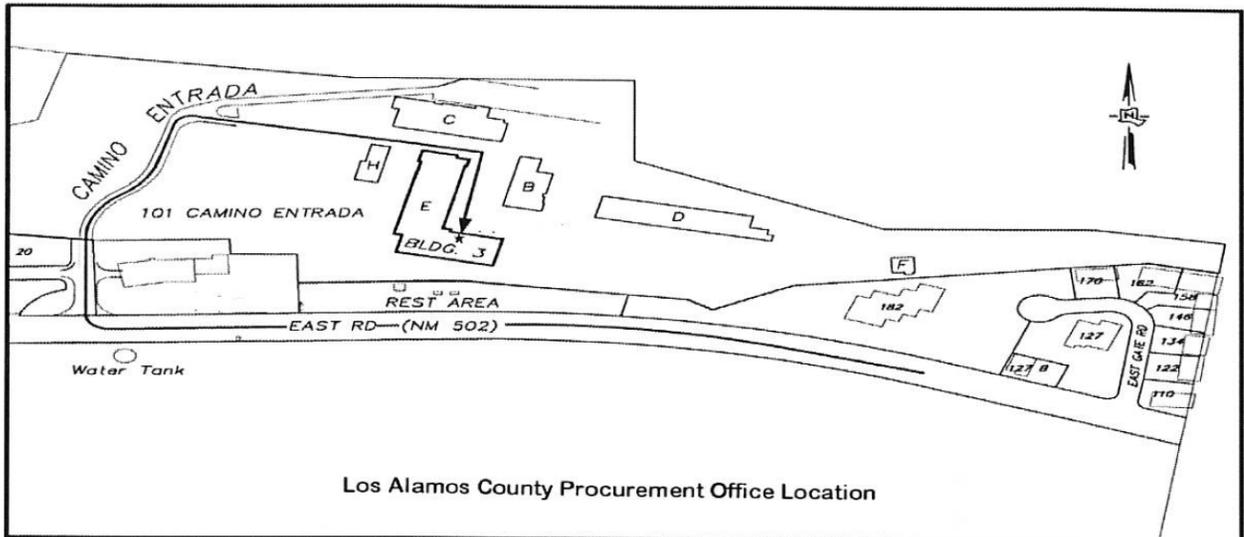
The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with proposals received in the lacbid@lacnm.us email box prior to **2:00 p.m. Mountain Time, July 2, 2025** will be reviewed.

Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

3. **PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, until **2:00 p.m. Mountain Time, July 2, 2025** for this solicitation. **Clearly mark the RFP Number and Name and Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label.** The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.
4. Directions to Procurement office:
 -  1. Drive WEST on NM-502 to Los Alamos.
 - o Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
 -  2. Turn RIGHT on Camino Entrada.

- Road slopes downhill and curves to the right.
- ➔ 3. Take second RIGHT into driveway through gated fence (before the stone sign “Pajarito Cliffs Site”).
- Follow the signs to Building 3, the L-shaped building in the center of the complex.
 - If you pass the Holiday Inn Express and the Airport, you’ve gone too far.
- 4. Enter glass door marked “PROCUREMENT.” *See map below.*



5. The Incorporated County of Los Alamos (“County”) invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror’s expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.
9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.

10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to seven (7) years. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.
12. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
13. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its proposal to qualify for this preference. Ref. County Code Section. 31-261(b) and Section13-1-21 NMSA 1978 et al.

CONTACT INFORMATION

1. For project-specific information, contact Melissa Dadzie, Chief Financial Officer at melissa.dadzie@lacnm.us; (505) 662-8018.
2. For procurement process information, contact Annalisa Miranda, Chief Purchasing Officer at annalisa.miranda@lacnm.us; (505) 663-1889.
3. Written questions submitted via e-mail should be sent to Annalisa Miranda and copied to Melissa Dadzie.
4. As an additional courtesy to interested parties, this RFP and related documents may also be downloaded from the County's website at the address below.
<https://lacnm.com/bids>

NEED STATEMENT

The Incorporated County of Los Alamos (hereinafter "County") is soliciting proposals from qualified Financial Institutions for depository, cash management, general banking services and other banking services described throughout this RFP. The County intends to evaluate its banking opportunities as well as explore new services that could benefit the financial security and efficiencies of County operations.

Further, the objective of the County is to secure the most efficient and effective banking services while maintaining sufficient liquidity and protection of all the County's funds. The goal is to contract with a financial institution that demonstrates quality, responsiveness, and personalized solutions in its customer service, while being available to handle the County's emergency should they arise.

SPECIAL INFORMATION ABOUT THIS RFP

Throughout the Scope of Services, information about County operations, information intended to help the Offeror understand the County's requirements, and information about what should be included in the Offeror's Proposal, are included as part of the Scope of Services section of this RFP.

SCOPE OF SERVICES

General Requirements:

Offeror must meet the following requirements to be considered for award:

- A. A local branch in Los Alamos townsite with a physical facility where County can interact with the bank in person with a live representative (not Artificial Intelligence), with live bank representative available at a minimum from 8:00 am to 5:00 pm MT, Monday through Friday.
- B. All deposits be collateralized at 100% per Los Alamos County Ordinance Section 20-401, et. seq.
- C. Storage of all data must be in the U.S. and secure.
- D. All transactions must be processed through domestic processing only, including 3rd party providers.
- E. Support in answering questions, troubleshooting problems and resolving issues in a prompt manner.
- F. The bank must comply with all Federal Reserve Bank, FDIC requirements, and other applicable federal and state laws and regulations.
- G. Not a member-owned cooperative (Credit Union).

Automated Clearing House (ACH) Requirements:

The County requires the use of ACH for direct deposit of payroll and vendor disbursements, deposits from customers for utility billing and other customers, and payment to other various vendors. The County currently processes approximately 130 ACHs originated monthly. The successful Offeror shall provide the following:

- A. Method by which the County can submit ACH files which efficiently meets the County's business needs.
- B. Pre-notification capability.
- C. Positive pay capability.
- D. Re-presentment of checks through ACH on a specific date.
- E. Security measures for ACH initiation/origination and ACH reception (filters/blockers).
- F. Multiple approval level capabilities for outgoing ACHs.

Direct Deposit for Payroll Requirements:

On average, 750 employees receive direct deposit into their bank accounts at a minimum of twice a month. The County transmits payroll data to its current financial institution online the second working day prior to payday.

- A. The successful Offeror shall provide a process to ensure timely and accurate direct deposit to County employee accounts every other week.
- B. Processes must include, at a minimum, the ability to receive the online payroll data transmitted by the County the second working day prior to payday.
- C. Deposits must be made into the employee's account(s) by 8:00 am Mountain Time on payday.
- D. The County requires direct payroll deposit for its employees and processes payroll every other week, on Thursday.

Wire Transfer Services:

The successful Offeror shall provide Wire Transfer Services for both incoming and outgoing wire transfers.

The County requires:

- A. Daylight overdrafts, including aggregation of accounts and wire deadlines.
- B. Ability for the County to initiate and monitor wire transfers online.
- C. Ability to create and store repetitive wire instructions/templates.
- D. Ability to create and store future dated wire transactions.
- E. Ability to create recurring wire transactions.
- F. Security measures for secure wire transfer initiations and approvals.
- G. Multiple level approval capabilities.

Availability of Funds:

Successful Offeror's Funds Availability Policy/Policies shall be the same as, or more advantageous to the County, than the Federal Reserve Bank availability schedule. In the Offeror's response to this RFP, the Offeror must clearly describe:

- A. Its policy on receiving same day credit for deposits.
- B. A clear description of how it offers expedited availability, and what is included.

Monthly Statements and Account Analysis:

The County requires that the cut-off date for statement purposes for all accounts shall be the last banking business day of each month. Statements, including a formal account analysis, shall be made available to the County monthly in either Excel format or in a file format that is compatible with Excel from the bank.

The County requires that all agreed upon fees be reflected on the monthly, itemized statement and paid by debit to the account. The County also requires on-line access to account information.

The successful Offeror's services shall include:

- A. Availability of monthly statements (timing and format). Also, provide a sample copy of the bank's monthly statement and account analysis.
- B. Downloadable month-end statements available by the 15th day of the following month, along with statements provided to various auditors upon request by the County.
- C. Electronic month-end statements by the 2nd day of the following month.
- D. Monthly account analysis by the 15th day of the following month.
- E. Online check imaging and storage for at least 90 days.
- F. Ability to download statements for up to 18 months.
- G. Dispute resolution process.

Collection and Deposit Services:

The County's Customer Care Center currently collects deposits from customers throughout the County, including the County's Golf Course, Animal Shelter, Aquatics Center, Environmental Services Center, Libraries and other remote sites, and delivers its deposits to the bank's local branch and obtains change orders at this location. Deposits are delivered by a County Customer Care employee.

The selected Offeror shall provide locking deposit bags for which the bank and County will each have a key unless the bank has a recommended process that is agreed upon in writing by both parties. The selected bank must also provide the County deposit slips for each account. **The current, and County's required process to address discrepancies is for the bank to contact the County's Customer Care or Finance Division, as applicable, for processing instruction.** Cleared checks must be provided electronically and in a file format that is compatible and will allow upload to the County's accounting software. The selected Offeror must meet the requirements below and provide services as described:

- A. Deposit locations, cutoff times, and requirements by location (vault, teller, bank center, branch).
- B. Bank policy on strapped/rolled and pricing basis.
- C. Coin counting services.
- D. Returned Checks should be presented two times.
- E. Credit advice processing (online or mailed).
- F. Discrepancy policies.
- G. Type of deposit bag used/required.
- H. Bank will provide a supply of locking bank bags, tamper proof plastic deposit bags, deposit slips, treasury and other miscellaneous checks, and endorsement stamps.
- I. Change order processing.
- J. Standard return and re-clear processing.
- K. Deposit reconciliation services available.

Collateralization of Deposits:

The County requires that funds be available to the County in compliance with the County's 100% Collateralization policy. See Los Alamos County Ordinance Section 20-401, et. seq. In its capacity as a depository for County funds, the successful Offeror shall provide collateral security of a form and in an amount up to \$30 million. The County requires all deposits be collateralized at 100%. Selected Offeror shall always:

- A. Adhere to the County's collateralization requirements.
- B. Provide Name of custodian to be used.
- C. Provide information on any pooled services being utilized.

Lockbox (Retail):

The County currently utilizes lockbox services for its utility billing payments and property tax payments. Payments are made via check from businesses and residents with the majority being consumer checks. The current lockbox address is PO Box 99, Los Alamos, NM 87544. The average annual collections via the lockbox are 10,140 transactions for a total of \$4.4 million.

Requirements:

- A. Minimum of one lockbox in townsite and one in White Rock must be maintained.
- B. There shall be at least one pick up from each lockbox each day.
- C. Bank must ensure deposit is made into appropriate County account no later than the next business day.
- D. Exceptions must be reviewed by the bank and either processed or sent to the County for review and follow-up.
- E. File to be submitted daily in a format that can be uploaded to the County's utility billing system for posting to customer accounts.
- F. Perform at least 1 pickup of Payments from the Lock Box each business day.
- G. Provide daily secure electronic reporting of collections and deposits to County in a format specified by County that includes, at a minimum, customer's Identification and Account numbers, and the total amount paid.
- H. Receive payments at all bank branch offices in Los Alamos and/or White Rock.
- I. Handle of exception items or return items.
- J. Resolve processing errors and provide expected timeframe for resolution.
- K. Remittance document layout requirements.
- L. Timeline and format of data transmissions.
- M. Imaging capabilities.
- N. Software installation requirement.
- O. Conversion of consumer checks to ACH payments.
- P. Disposition of documents (including imaging capabilities and truncations).

Online Banking Services:

The County currently utilizes online banking services for ACH files, positive pay, wires transfers, account transfers, void checks, daily account review and reconciliation and statement retrieval. The County expects to continue to use these services and seeks additional opportunities to utilize electronic processes. The County currently receives files in Excel, CSV and PDF format and will need this to continue.

A. General Requirements:

- 1) Software installation requirement.
- 2) Interfacing or Integration of banking data with the County's financial management system, and what support will be available under the contract.
- 3) Positive pay service and verification items.
- 4) Training for on-line services.

B. Account & System Security:

Format and security (encryption) of file transmissions.

- 1) Bank must have a user friendly identifiable secure website, two form factor authentication (secure tokens, digital certificates, etc.) or some other security method that restricts the likelihood of fraudulent access to the system or transactions.
- 2) All banking transactions need to be encrypted to ensure that information transfer between the County and the potential Bank is secure.

C. Reporting:

- 1) Daily balance reporting – summary & detail (with images).
- 2) Daily ACH and wire with full addenda information.
- 3) Current day reporting.
- 4) Intra-day reporting (real time or delayed).
- 5) All reports can be converted to Excel.

D. Execution of Transactions:

- 1) Transfers between accounts, and controls/protections therein, for example, a County employee who initiates a transfer should not be able to also approve the transfer.
- 2) Initiation of wire transfers, and controls/protections therein, for example, a County employee who initiates a wire transfer should not be able to also approve the wire transfer.
- 3) Online stop payment services (initiation and renewal) as well as confirmation requirements and duration of a stop payment (e.g., six months or in perpetuity) and renewal processing options.
- 4) Positive pay actions including time requirements.
- 5) Initiation of ACH transactions; recurring/repetitive/future ACH debit (collection) or credit (direct
- 6) deposit) transactions.
- 7) Maintenance of wire transfer templates.

- 8) Stale-dating of checks.
- 9) Services such as remote collection & controlled disbursement.
- 10) Confirmations availability and format.

E. Internal Controls:

Online cleared check information & images.

- 1) Multi-level security administration requirements, for example, requiring a token or code when approving a wire transfer.
- 2) Positive pay reports (including imaging of exception items).
- 3) Training of County's system administrator for managing access.

Electronic Storage of Documents:

The County requires services associated with electronic document storage options (e.g., ability to download detail, archiving by USB or online and retention periods). The County prefers a minimum of 12 months.

Night Depository Services:

The County requires night depository services which include, at a minimum:

- A. The County's ability to make 'night drop' deposits after hours.
- B. Night drop policy.

Controlled Disbursement Services & Payee Positive Pay Services:

The County currently utilizes a controlled disbursement account with payee positive pay for its accounts payable checks and ACH debits. The County initiates void and stop payments online. It is the intent of the County to continue the use of this type of account with similar functionality.

The County requires:

- A. Availability to provide controlled disbursement and payee positive pay services.
- B. Endpoint check cashing policies.
- C. Transmission alternatives.
- D. Imaging options.
- E. Positive pay services and verification items.
- F. Data transmission methods and time windows.
- G. Control options and notification default.
- H. Internet/online access (including technical capabilities and system requirements).
- I. Online stop payment services & confirmation requirements.
- J. Duration of a stop payment (e.g., six months or in perpetuity) and renewal options.

Account Reconciliation Service:

The County requires:
Full, partial, deposit and serial sort reconciliation services.

- A. File transmission deadlines.
- B. File layout requirements.
- C. Imaging capabilities and availability.
- D. Reporting capabilities – (e.g. paper, electronic).
- E. System requirements for interface.

Other Value-Added Banking Services:

As part of the Proposal, Offeror may describe any additional banking services that it wishes to offer.

PROPOSAL RESPONSE REQUIREMENTS

Using its own document, Offeror shall clearly describe how it will provide the Services. For ease of evaluation, ***Proposal should generally follow the sequence of the Scope of Services in this RFP.***

PROPOSAL REVIEW AND EVALUATION

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification, and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers.

The total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:(1) Local business; (2) Resident business

The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

AWARD OF SOLICITATION

Following award of the solicitation by County Council, the successful Offeror(s) will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit "A." Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

ILLEGAL ACTS

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

An Offeror is requested to complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "x," and submit with the proposal; if this exhibit is not included with the proposal, it must be provided prior to the evaluations of the received proposals, otherwise the Offeror's proposal will not be considered. This Form serves as a warrant of the Offeror's responsibility, and may not necessarily preclude the Offeror from consideration for award.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

A Campaign Contribution Disclosure Form is attached as Exhibit "C." The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico prior to County's obligation to pay for the Services.

VERIFICATION OF AUTHORIZED OFFEROR

A Verification of Authorized Offeror Form is attached as Exhibit "D." The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

PROPOSAL FORMAT

Offerors shall submit a Proposal to the County in the format described below.

To facilitate the review process, County's preference, though not a requirement, is that Proposals be in 8.5x11-inch format; that they not exceed TWENTY (20) pages, not including Exhibits or attachments; and that any marketing materials included not exceed four (4) pages of materials.

Proposals should include but need not be limited to the following four (4) components (in addition to attachments) as identified below. For uniformity in the Proposal review process, please sequence Proposals as shown below using the same header names as below.

1. **Introduction and Experience.** Provide an introductory cover letter including an overview of Offeror's experience. Marketing materials, if any, should be included in this section.
2. **References.** List two (2) individuals who can be contacted as references. Include addresses, phone numbers, and email addresses for each one.

3. **Scope of Services.** Clearly describe how your firm would provide each aspect of the services, using the sequence in this RFP. Include ability and expertise to provide the services in a manner required by law and industry standards, and to best meet the needs of the County.
4. **Cost Proposal.** Provide costs in format provided by Exhibit “E”. Cost Proposal may be on Offeror’s own form, as long as it provides the required information. Excel or Word format are acceptable.

PROPOSAL EVALUATION CRITERIA: As described and/or demonstrated in the RFP response.

	Criteria	Weighted Points
1	Introduction and Experience	10
2	Two References (customers with similar scope of services)	10
3	Ability to meet the requirements of the scope of this RFP	60
4	Cost	20
	Total Score	100

Exhibit A
SAMPLE SERVICES AGREEMENT
RFP NO: 26-01
RFP Name: Comprehensive Banking Services

AGRXX-XX



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and _____, a _____ corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes _____, 202X ("Effective Date"). *[Alternate: to be effective on the date of last signature. Depending on timing of Services this alternate may be appropriate. Preferred practice is to use a defined date. If project schedule is time sensitive, recommend using a defined date.]*

WHEREAS, [FOP RFP'S] -- the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 2X-XX ("RFP") on _____, requesting proposals for _____, as described in the RFP **[FOR SMALL PSA'S]** -- procurement of the Services was made in accordance with Los Alamos Procurement Code Sec. 31-103 Small Purchases. **[FOR SOLE SOURCE PROCUREMENTS]** -- the County Purchasing Officer determined in writing, after conducting a good faith review of available sources, that there is only one source for the Services *[Alternate: goods/construction]* **[FOR COOPERATIVE AGREEMENT PRICING]** Section 31-3(b)(4) of the County Code of Ordinances allows for procurement of goods, services, or construction items under existing contracts that are with a person that has a current contract, that was subject to competitive solicitation, with another government or agency thereof; and

[FOR COOPERATIVE AGREEMENT PRICING] -- **WHEREAS**, Contractor was awarded a [type of agreement] with [agency] on [date], as a result of [type of competitive solicitation, name and number]; and

[FOR COOPERATIVE AGREEMENT PRICING] -- **WHEREAS**, County requested a quote from Contractor for [services or goods requested], as provided for in the [type of cooperative agreement], and Contractor provided a quote to County that complies with the pricing terms of the [type of cooperative agreement]; and

[FOR RFP'S ONLY] -- **WHEREAS**, Contractor timely responded to the RFP by submitting a response dated _____ ("Contractor's Response"); and

[FOR RFP'S ONLY] -- **WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

[FOR DPU CONTRACTS MORE THAN \$100,000.00] -- **WHEREAS**, the Board of Public Utilities approved this Agreement at a public meeting held on _____; and

[FOR CONTRACTS MORE THAN \$300,000.00] -- WHEREAS, the County Council approved this Agreement at a public meeting held on _____; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES: *[To be added based on services requested by County and proposed by Contractor and accepted by County.]*

SECTION B. TERM: The term of this Agreement shall commence _____ and shall continue through _____, unless sooner terminated, as provided herein. At County's sole option, the **[County Manager/County Utilities Manager]** may renew this Agreement for up to _____ (____) consecutive one-year period(s), unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed _____ (\$_____), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized *[monthly, per the completion of the Project Phase/Task, annually, or upon some other schedule proposed by Contractor and accepted by County]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the

particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured *[County shall be named as an additional insured on all coverages, except Worker's Compensation. This sentence may be updated depending on the insurance requirements defined below as may be applicable to the awarded Agreement].*

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.
5. **Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for

two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.

6. *[Other types of insurance which are project specific.]*

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that

this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the **County Manager**.

SECTION S. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION T. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

1. **Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.

2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:	Contractor:
Project Manager	Title
Incorporated County of Los Alamos	Company
Address	Address
Los Alamos, New Mexico 87544	
E-mail:	

With a copy to:
County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

E-mail:

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit X. Contractor must submit this form with this Agreement, if applicable.

OR

TITLE: _____

SAMPLE SERVICES AGREEMENT AGRXX-XX
Exhibit X

Confidential Information Disclosure Statement

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement (“Statement”) defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	Contractor	County
Name:		
Title:		
Address:		
County/State/Zip:		Los Alamos, New Mexico 87544
Email:		

2. Definitions:
 - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
 - b) **Discloser** - the party disclosing Confidential Information.
 - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient’s possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser’s prior written approval.
 - d) **Recipient** – the party receiving Confidential Information.
3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

Exhibit B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

RFP NO: 26-01

RFP Name: Comprehensive Banking Services

This document should be returned with RFP submittal.

- (1) I or We, _____ (the "Offeror/Bidder") hereby certify to the best of our knowledge and belief that neither the Offeror/Bidder nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency; and
 - (b) have, within a 3-year period preceding this certification, been convicted of or 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; and
 - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) are not current or former County employees. If an Offeror/Bidder is a current or former county employee, Offeror/Bidder shall provide additional information as described in paragraph (2) of this certification; and
 - (e) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code; and
 - (f) have within a 3-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Offeror/Bidder from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the Offeror's/Bidders proposal or bid or rescinding of a contract award.

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit C
Campaign Contribution Disclosure Form
RFP NO:26-01
RFP Name: Comprehensive Banking Services

This document should be returned with RFP submittal.

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective 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 FIFTY DOLLARS (\$250.00) over the two (2) year period.

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other things 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:
(a) a prospective contractor, if the prospective contractor is a natural person; or
(b) an owner of a prospective contractor.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following-COUNTY COUNCILORS: Theresa Cull; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; David Reagor; and Randal Ryti.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit D
VERIFICATION OF AUTHORIZED OFFEROR
RFP NO: 26-01
RFP Name: Comprehensive Banking Services

This document should be returned with RFP submittal.

Sec. 31-261. - State and local preferences.

- (a) *Definitions.* For the purposes of this section:
- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
 - (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.
- (b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.
- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
 - (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.
- (c) *Preference factor.*
- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
 - (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.
- (d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:
- (1) Local business;
 - (2) Resident business.
- (e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.
- (f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:
- (1) To requests for qualifications;
 - (2) To any purchase of goods or services in excess of \$500,000.00;
 - (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
 - (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

<p>Are you requesting Preference?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>By answering "yes," the bidder or offeror is submitting a written request for preference.</p> <p>A Bidder or Offeror must submit a copy of the state-issued preference certificate with its bid or proposal to qualify for this preference.</p>

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

_____/_____
Signature and Printed Name of Authorized Offeror Title

Organization's Legal Name State of Incorporation

Email Address

Mailing Address County State Zip Code

Physical Address County State Zip Code

Telephone No.

Federal Tax I.D. # NM CRS # (if located in-state)

Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- Small Business
- Woman-owned Business
- Minority-owned Business

Exhibit E
FEE SUMMARY SHEET (COST)
RFP NO: 26-01
RFP Name: Comprehensive Banking Services

This attachment , or the equivalent on Offeror's own document, shall be returned with the RFP submittal.

Offeror (Company Name): _____

FEE TYPE/DESCRIPTION	FEE AMOUNT	FREQUENCY (per transaction, daily, weekly, monthly, other, etc.)	PROPOSED SERVICE FEE IS RELATED TO
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		

ADD THESE ITEMS TO THE PROPOSAL REQUIREMENTS: