

**The City of Santa Fe
AND
Finance Department**

REQUEST FOR PROPOSALS (RFP)

Fiscal Agent and Merchant Services



**RFP#
22/33/P**

RFP Release Date: **3/8/22**

Proposal Due Date: **3/31/22**

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Fiscal Agent and Merchant Services.

B. BACKGROUND INFORMATION

The City of Santa Fe requires a sophisticated financial institution to partner with in order to provide financial services to the public, vendors, and employees while prudently and efficiently managing the many financial transactions the City engages on a daily, weekly, monthly basis. This Fiscal Agent contract is required and highly imperative and critical to stay in compliance with federal, state and municipality oversights. The City desires to award a four-year contract.

C. SCOPE OF PROCUREMENT

The City requires a depository that is fiscally strong, has a user-friendly online banking system and is able to provide the minimum required services on an uninterrupted basis. All qualified institutions, as defined below, are invited to submit a proposal. Existing City accounts, their inter-relationships, and the bank services provided represent the minimum service level required of all financial institutions responding to this RFP.

The resulting contract may be a multiple award.

This procurement will result in a contractual agreement between two parties; the procurement may **ONLY** be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The Finance Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Bradley Fluetsch, CFA, Procurement Manager
Telephone: (505) 955-6885
Email: bjfluetsch@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.

F. DEFINITION OF TERMINOLOGY

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

1. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Central Purchasing Office**” means the office responsible for the control of procurement of items of tangible personal property, services or construction.
5. “**Chief Procurement Officer**” means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
6. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
7. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
8. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
9. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
10. “**Contractor**” means any business having a contract with the City of Santa Fe.
11. “**Department**” means the Requesting Department sponsoring this Procurement.
12. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
13. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.

14. “**Electronic Submission**” means a successful submittal of Offeror’s proposal.
15. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices. The electronic version/copy can only be emailed.
16. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
17. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
18. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
19. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
20. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
21. “**IT**” means Information Technology.
22. “**Mandatory**” – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
23. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
24. “**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
25. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
26. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the City of Santa Fe, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
27. “**Procurement Manager**” means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s) .
28. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

29. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
30. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
31. “**Requesting Department**” means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
32. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
33. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
34. “**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City’s Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
35. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
36. “**State (the State)**” means the State of New Mexico.
37. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
38. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
39. “**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://www.santafenm.gov/bids_rfps

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	March 8, 2022
2. Acknowledgement of Receipt Form	Potential Offerors	March 22, 2022
3. Pre-Proposal Conference	Requesting Department	11:00 AM MST March 22, 2022
4. Deadline to submit Written Questions	Potential Offerors	3:00PM MST, March 24, 2022
5. Response to Written Questions	Procurement Manager	March 29, 2022
6. Submission of Proposal	Potential Offerors	March 31, 2022
7.* Proposal Evaluation	Evaluation Committee	April 4 to April 8, 2022
8.* Selection of Finalists	Evaluation Committee	April 12, 2022
9.* Best and Final Offers	Finalist Offerors	April 13, 2022
10.* Oral Presentation(s)	Finalist Offerors	April 14, 2022
11.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	April 18-22, 2022
12.* Contract Awards	Requesting Department/ Finalist Offerors	April 26, 2000
13.* Protest Deadline	Central Purchasing Office	+15 Days

* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of The City Finance Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing@santafenm.gov , to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 11:00 AM MST via Zoom.

Bradley Fluetsch is inviting you to a scheduled Zoom meeting.

Topic: Pre-Proposal Conference Fiscal Agent

Time: Mar 22, 2022 11:00 AM Mountain Time (US and Canada)

Join Zoom Meeting

<https://santafenm-gov.zoom.us/j/86478456969?pwd=eIV0c3JPSno2SkRTVGpPTIF2NE40dz09>

Meeting ID: 864 7845 6969

Passcode: 737306

One tap mobile

+12532158782,,86478456969#,,, *737306# US (Tacoma)

+13462487799,,86478456969#,,, *737306# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 864 7845 6969

Passcode: 737306

Find your local number: <https://santafenm-gov.zoom.us/j/86478456969?pwd=eIV0c3JPSno2SkRTVGpPTIF2NE40dz09>

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing

on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 3:00PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:
https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. The Evaluation Committee will select one

finalist by who has the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.3 Organizational References, and Section IV.B.4 Mandatory Specifications. If the Evaluation Committee cannot select one finalist, Oral presentations will be held by those multiple finalists.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a online venue (Zoom) to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors will be required to make their presentations through electronic means Zoom. The Department will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway, Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX D.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- i. ***Proprietary and Confidential information is restricted to:***
 - a. confidential financial information concerning the Offeror's organization; and
 - b. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
- ii. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix I. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX I) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of The City, adequately meeting the needs of The City.

21. Notice of Penalties

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

22. Department Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

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

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

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

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

Please refer to: https://www.santafenm.gov/bids_rfps

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

- i. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
- ii. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
- iii. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
- iv. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
- v. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. Disclosure Regarding Responsibility

- i. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - a. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - b. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - 1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - 2) violation of Federal or state antitrust statutes related to the submission of offers; or
 - 3) the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - c. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - 1) has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- b) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- c) Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- ii. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- iii. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- iv. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- v. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- vi. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

31. Local Preferences

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

i. Local Preference Qualification

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

- a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

ii. Solicitations above One Million Dollars (\$1,000,000)

- a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
- b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

The Local Preferences shall not apply if/because the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe’s Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload

- i. **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.
 - a. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
 - 1) One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
 - 2) One (1) **redacted** (def. Section I.F.27) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
 - ii. **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission must be fully submitted to: purchasing@santafenm.gov by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

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

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- i. Signed Letter of Transmittal
- ii. Signed Campaign Contribution Form
- iii. Table of Contents
- iv. Proposal Summary (Optional)
- v. Response to Contract Terms and Conditions (from Section II.C.15)
- vi. Offeror's Additional Terms and Conditions (from Section II.C.16)
- vii. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
 - a. Organizational Experience
 - b. Organizational References
 - c. Oral Presentation (if applicable)
 - d. Mandatory Specification
 - e. Desirable Specification
 - f. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i)
 - g. Performance Surety Bond (if applicable)
 - h. Local Preferences (if applicable)
- viii. Other Supporting Material (if applicable)

Cost Proposal:

- i. Completed Cost Response Form (APPENDIX C)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

MINIMUM REQUIRED BANKING SERVICES

1. Consolidated Account Structure with Sweep Mechanism

The City currently has a number of zero balance accounts that roll to the Common account at the end of each day at Mountain Standard Time (MST), as shown in the attachment, "Account Structure and Services". The City requires an overnight automated sweep account.

Answer all of the following:

- i. Can the bank provide zero balance accounts that will sweep into a single primary account? Yes or No.
- ii. Can the bank provide an overnight automated sweep account for the primary account? Yes or No.
- iii. Discuss the account structure proposed for the City.
- iv. Present viable alternatives for the overnight automated sweep account function in line with State statute and the City's Investment Policy.
- v. Fully describe each appropriate sweep alternative, with the most cost effective option presented first. Include current interest rates and method of interest payment.
- vi. If the sweep account is external to the bank, provide the full name, identifying CUSIP and prospectus.
- vii. Describe how the sweep activity will be reported on a daily online basis.
- viii. If collateral is required, describe how this will be addressed.
- ix. Provide any additional information the City should know.

2. Interest and Other Earnings

The City currently receives an earnings credit to offset monthly bank fees and earns interest on other operating and investment accounts held with the fiscal agent. It is understood that past interest rates are no guarantee of future rates.

Answer all of the following:

- i. Does the bank provide an earnings offset against the bank fees? Yes or No.
- ii. Does the bank pay interest on other accounts? Yes or No. If yes, on which types of accounts? Provide current interest rates.
- iii. If the City chooses to use compensating balances, how is the income calculated? Please explain the methodology employed.
- iv. Provide a 12 month schedule of interest rates paid for the period January through December 2021 on the attached "Interest History" form (EXCEL format), including the earnings credit and all accounts comparable to the City's existing accounts held at December 31, 2021.
- v. If different account types are proposed, include the same 12 months of interest information on the form and label it accordingly.
- vi. Provide any additional information the City should know.

3. Automated Cash Management Information Access

Current online services include but are not limited to:

Prior day summary balance reporting on all accounts, ACH Fraud Filter services, Sweep Account activity, Positive Pay exceptions/images, account transfers, incoming and outgoing wire transactions, ACH activity, Lockbox activity, Intraday activity and return item detail, EDI payment detail, Electronic utility payments, ARP services, Credit card activity, Monthly statements and service

invoices, Check returns, NSF's, images, search and related functions, Self-administration function for allowing and changing City staff access

Answer all of the following:

- i. Does the bank provide online cash management services? Yes or No.
- ii. Fully describe the bank's online service capabilities, listing individual services.
- iii. Describe back-up provisions and procedures to the automated system in case of system unavailability so that service to the City remains uninterrupted.
- iv. State access times and update times for daily information.
- v. State cut off times for outgoing wires.
- vi. Submit samples of major on line screens and reports available.
- vii. Describe the bank's ability to interface the online banking system with the City's hardware and software specified earlier in this RFP.
- viii. How many hours has the online system been inaccessible in the last six months?
- ix. Is the online system proprietary or provided by a third party? If third party, what is the source?
- x. What training is available for City personnel who will be using the system?
- xi. What self-administration functions are available to allow the City to control which employees have access to the various functionalities?
- xii. Provide any additional information the City should know.

4. Deposit Services - Coin, Checks, Incoming ACH

Deposit services include but are not limited to the following:

Services identified in the attached "Account Structure and Services". Occasional branch deposits into dedicated accounts. Deposits will consist of coin, currency and endorsed checks. The City requires same bank day credit in all cash (coin and currency) deposits. Coin is deposited loose in bags and will not be rolled. The City has a recurring need for strapped cash and coins from local branches.

All deposits received by the bank's established deadline must be processed for same day credit. The bank will guarantee immediate credit on all incoming wire transfers, U.S. Treasury checks, ACH transactions, on-us items, and U.S. government security maturities, calls and coupon amounts.

The City expects all checks to clear based on the bank's current published availability schedule, but any other availability policies are to be noted in the proposal. Failure to credit City accounts in a timely fashion will require interest payment reimbursement to the City at the then current daily Fed Funds rate.

Returned items are re-deposited for collection automatically. The City uses lockbox services for utility and ambulance payments.

Answer all of the following:

- i. Do all local branches provide full deposit services, including coin counting, making change, currency conversion, etc.? Yes, No, or Limited. Explain.
- ii. State the policy on cash deposits and availability through the bank. Clearly identify costs associated on the pricing form.
- iii. Does the availability offered to the City differ from the published availability schedule? Does the bank offer expedited availability? Are any deposits or credits delayed?
- iv. What is the bank's cut-off time to assure same day ledger credit? Where? When are credit/debit advices available to the City online? What type deposit bags are used? Required?
- v. Are dual verification security measures used on receipt of deposits? If provisional credit is given on deposit before verification, when does verification occur?

- vi. Does the bank guarantee immediate credit on all incoming wire transfers, U.S. Treasury checks, ACH transactions, on-us items, and U.S. government security maturities, calls and coupon amounts?
- vii. Include a list of all of the bank's deposit locations and alternatives within the City of Santa Fe corporate limits.
- viii. Incoming ACH services:
 - a. Is ACH service online?
 - b. Is the City able to initiate individual ACH transactions online?
 - c. Are ACH addenda shown in their entirety online and on reports?
 - d. Describe available ACH filters and blocks.
 - e. State data transfer alternatives, requirements and limitations.
 - f. State the availability policy for debit and credit ACH transactions.
- ix. Lockbox services:
 - a. Does the bank provide lockbox services? Yes or No.
 - b. Does the lockbox service include reporting and database access for all transactions? Yes or No.
 - c. Detail the mail pickup schedule and processing schedule of the lockbox operation.
 - d. Provide the location of the lockbox processing center.
 - e. Provide examples of endorsements on the checks.
 - f. Provide examples of batch reports.
 - g. Provide pricing for electronic transmission of data to the City directly on the pricing detail form.
 - h. Provide the schedule of next day data availability.
 - i. Provide information on physical check availability or imaging process.
 - l. Detail any supplemental costs the bank anticipates for the service and include on the pricing detail form.
 - j. Identify any costs related to billing format or content changes that may be required by the bank on the attached Utility and Ambulance bills, as relates to lockbox check processing.
- x. Provide any additional information the City should know.

5. Standard Disbursing Services - Checks and Outgoing ACH

Standard disbursing services for all accounts are required to include the payment of all City checks without charge upon presentation. Checks are written on Payroll, Accounts Payable, General Liability, and Worker's Compensation accounts. Outgoing ACH payments are sent from Payroll for paycheck direct deposit on a biweekly basis, and from Accounts Payable on a weekly basis and occasionally more often. Volumes are available in "Account Analysis 12-Month History". Currently, certain pre-selected ACH draws come through the ACH fraud filter each month for City approval and processing; anything else coming through the ACH fraud filter is blocked by the bank. The City requires a pre-notification on all new addresses.

Answer all of the following:

- i. Does the bank provide multiple methods of processing disbursements from cash accounts? Yes or No. Explain.
- ii. Is imaging of all checks available? Yes or No.
- iii. Are there additional fees for special signature requirements such as dual signatures?
- iv. Does the bank offer extended storage for checks? Describe periods and conditions.
- v. Does the bank return checks? Is there a cost for the return of checks?
- vi. Outgoing ACH services:
 - a. Is outgoing ACH available? Yes or No.
 - b. Is outgoing ACH information online?
 - c. Is the City able to initiate individual ACH transactions online?

- d. Are ACH addenda shown in their entirety online and on reports?
 - e. Describe available ACH filters and blocks.
 - f. Describe the online exception reporting for ACH.
 - g. State data transfer alternatives, requirements and limitations.
 - h. State the availability policy for ACH transactions.
 - i. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction?
 - j. What is the deadline for transmission for payroll to credit employee accounts Friday?
- vii. Provide any additional information the City should know.

6. Positive Pay

To safeguard against fraudulent checks, positive pay is currently used in the Payroll and Accounts Payable accounts. The City requires positive pay services with complete indemnification for fraudulent checks.

Answer all of the following:

- i. Does the bank provide positive pay? Yes or No.
- ii. Is positive pay input (for manual checks) and exception handling available online? Yes or No
- iii. Describe the data transfer requirements or alternatives for check registers and individual checks (transmission requirements).
- iv. How is information on individual manual checks created by the City and transmitted to the bank?
- v. How can check records be deleted by the City, if necessary?
- vi. Are all checks, including those received by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what are the process, liability, and security on OTC transactions?
- vii. How and when (what time of day) is exception information reported to the City? What is the response deadline on exception elections?
- viii. What options are available on default disposition for exceptions?
- ix. What review elements are available?
- x. Provide any additional information the City should know.

7. Account Reconciliation

The City would like to use online full reconciliation for all cash accounts. Full reconciliation includes checks cleared, outstanding, stopped payment on, and cancelled.

Answer all of the following:

- i. Does the bank provide full online reconciliation services? Yes or No.
- ii. Describe the bank's online full reconciliation services.
- iii. Provide a sample copy of an online full reconciliation report.
- iv. How soon are online full reconciliation reports available after the end of each month?
- v. How long are physical checks retained?
- vi. Is extended storage available?
- vii. Is the cost for full reconciliation services included in the pricing form?
- viii. Provide any additional information the City should know.

8. Wires and Funds Transfer Services

Wires, both incoming and outgoing, as well as internal funds transfers are to be real time. The City will require compensation for delays caused by bank errors at the day's Fed Funds rate.

Answer all of the following:

- i. Does the bank provide wire and fund transfer services?
- ii. List the methods of wire initiation and monitoring available.

- iii. Are there additional fees for initiation of online wires?
- iv. Is a paper follow-up transaction required in addition to the online transaction?
- v. How will the bank notify the City of incoming wires? When?
- vi. Describe the procedures to be used for repetitive and non-repetitive wires. Include a description of security provisions, PIN requirements, and backup systems.
- vii. What secondary or tertiary authorization features are available online? Is dual authorization required?
- viii. Is future dating of wires available? How far in advance? For both repetitive and non-repetitive wires?
- ix. State wire access times, posting times, and cut-offs.
 - x. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of daily security activity or incoming wires.
 - xi. Provide any additional information the City should know.

9. Information Security

- i. Please explain your practices regarding fraud detection services and management including:
 - a. account setup process, including password or biometric policy enforcement capabilities
 - management process, including audit and accountability configuration real time detection services and capabilities
- ii. Please explain your encryption practices including:
 - a. discuss the feature set of electronic signature and non-repudiation
 - b. discuss security features sets to ensure encryption is enforced for bidirectional
 - c. communications
 - d. discuss web certificate requirements on both the servicer and client side
 - e. discuss secure authentication and online session management to help
 - f. prevent the theft of online credentials
- iii. Please provide a copy of your acceptable user policy.

10. Database Access

The City currently uses online services for researching all manner of transactions.

Answer all of the following:

- i. Does the bank provide an online database for all transactions? Yes or No. Explain what items are captured (checks, statements, deposit slips, deposited items, ACH transactions, etc.).
- ii. Describe retrieval capabilities:
 - a. Are images available online?
 - b. How long are images retained online?
 - c. Is there an additional charge for extended online availability?
- iii. What computer applications is this database compatible with?
- iv. Is this database compatible with the City's computer applications identified previously?
- v. Provide any additional information the City should know.
- vi. Provide an overview of the bank's security environment. Cover the physical and digital security and software safeguards in place to control access to funds transfer systems and client account information.
- vii. Describe the backup and recovery capabilities in the event that the system is down and unavailable. What is the back-up process for continued day to-day capabilities in this event?
- viii. Describe the process and procedures for providing notification of changes/updates to technology.
- ix. Will the bank provide IT resources to assist with file set-up, transfer, testing and issue resolution?
- x. Provide the bank's plans for education and training of City staff for the use of the bank's systems.

11. Collateral Requirements

Authorized collateral must be pledged against the total time and demand deposits net of FDIC insurance in accordance with the Investment Policy. Collateral must comply with the investment policy. If securities are used as collateral, the pledging bank is responsible for providing the securities to be pledged and for forwarding them to the depository bank. The bank must make arrangements so that the depository bank provides an independent report directly to the City of the securities held on behalf of the bank and the City as independent verification of the bank's collateral pledge. The bank must also provide monthly statements reporting the name and CUSIP of the securities pledged, the par and monthly market value of said securities, and the amount of bank balances covered via the pledge. Both the bank and the depository bank reports are to be made available by email to the Cash Management and Investment Officer on the first of the following month. If an FHLB Letter of Credit (LOC) is provided as collateral, an original must be delivered to the Cash Management and Investment Officer and replaced as often as necessary. LOCs are more appropriate for certificates of deposit where stated terms and account valuations are established. The proposal must show agreement to each of the following terms and conditions in accordance with the Investment Policy:

All collateral must be held in an independent, third party bank outside the bank's holding company.

A tri-party safekeeping agreement shall be executed between the City, the depository and the safekeeping bank for custody of pledged securities in full compliance with FIRREA, or completion of Circular 7 if the Federal Reserve is acting in the capacity of custodian.

The bank will be contractually liable for the continuous monitoring and maintaining of collateral at the City's required margin requirement.

The bank will make arrangements for the City to receive evidence from the custodian of pledged collateral via monthly safekeeping reports to be received the first day of the following month, and notification of changes as they occur. These may be sent via email to the Cash Management and Investment Officer. Said report will include CUSIP, security name, market value of pledged amount, pledging bank name and account number for FRB reports, and any other relevant information.

The City shall receive a report of pledged collateral from the pledging bank through the end of each month, to be received within 3 days of month-end, with notification of changes as they occur. Said report is to include CUSIP, agency name, par value, market value, amount of bank funds being collateralized, and amount of collateral over bank funds to show collateral requirement met.

Must be held in the City's name.

The City will grant substitution rights for pledged collateral if the bank obtains the City's prior approval and if substituting securities are delivered to the custodian prior to the pledged securities being removed from safekeeping.

Authorized collateral includes: securities of the U.S. government, its agencies and instrumentalities; securities of the state of New Mexico, its agencies instrumentalities, counties, municipalities or other subdivisions; or, letters of credit issued by a federal home loan bank. Securities are to be investment grade.

Maturities of ten years or less.

Answer all of the following:

- i. Does the bank agree with each and every required collateral condition stated above? List and answer Yes or No. If no, explain.
- ii. Does the bank propose any collateral charges and, if so, how will the charge be applied? (Note any additional charges incurred as a result of the conditions, such as security type restrictions, on Attachment A, Other.)

- iii. Provide the bank's three-party collateral agreement. As noted previously, according to New Mexico state law, the City of Santa Fe, as a municipality and a local public body, cannot agree to indemnify others so do not include any indemnity/hold harmless language in the collateral agreement.
- iv. Provide any additional information the City should know.

12. Account Management, Reporting and Invoicing

Online monthly service and fee reports must be provided for each account and on a consolidated account basis by the tenth of the succeeding month.

Answer all of the following:

- i. Does the bank provide an online monthly service and fee report useful to the City for reviewing and analyzing its services and activity? Yes or No.
- ii. Does the City have any choice in the format or content of this report, i.e. are there online options the City can select for this report? Yes or No. Explain.
- iii. Can the report be downloaded into EXCEL or another format for sorting and evaluation, and to simplify charging to the City's account system units?
- iv. What services does the bank provide to help the City manage the account fees?
- v. Does the bank use fees or compensating balances?
- vi. Provide a sample monthly service and fee report including calculation bases.
- vii. Does the bank provide an earnings allowance?
- viii. State how payment by the City is expected to be made.
- ix. State when the analysis will be available online each month.
- x. Is the online report printable and capable of being downloaded into EXCEL for the City's use?
- xi. Provide any additional information the City should know.

13. Monthly Statements

Monthly account statements are required on all accounts with complete supporting documentation. Timeliness of statements is critical. If for some reason the bank has online system problems, a fax or email of statements will be acceptable. Sample statements from the City's accounts are attached for information. All existing information contained on these statements is expected to be provided at a minimum.

Answer all of the following:

- i. Does the bank provide online month-end statements by the second business day of the following month? Yes or No. Explain.
- ii. Provide statement samples.
- iii. Describe the online statement function and its accessibility.
- iv. Provide any additional information the City should know.

14. Overdrafts, NSF, Stop Payments, and Collection Demand

Answer all of the following:

- i. State the bank's policies regarding:
 - a. account and total account overdrafts,
 - b. NSF checks,
 - c. stop payments, and
 - d. collection demands.
- ii. Detail fees, if any, to be charged on a per-event or per-account basis and be sure they are included on the pricing form.

- iii. Do draws through the ACH Fraud Filter create an overdraft in the associated account? If so, are there any fees?
- iv. Are NSF checks automatically re-deposited? How many times?
- v. Describe the online access to NSF information and what services apply to this.
- vi. Do additional deposit fees apply?
- vii. Is the bank able to process the second presentment as an ACH to be targeted on a particular date for improved collection?
- viii. How long do stop pays remain in effect normally? What options are available to extend stop pay periods?
 - i. Is stop pay information available online?
- ix. What is the deadline for same day action on stop pays?
- x. Describe the online stop pay process and associated services, including access to current and expiring stop pays.
- xi. Will the teller and clearing system verify check status before accepting checks?
- xii. Provide the stop pay access times, authorization levels and notification requirements.
- xiii. Provide any additional information the City should know.

15. Courier or Armored Car Service

As noted above, the City has a separate agreement for armored car service. The City is interested in available options. Be sure pricing is included on the pricing form.

Answer all of the following:

- i. Does the bank have the ability to provide courier or armored car service under this agreement? Yes or No. If so, list and explain services available.
- ii. Describe the process between pickup at the City locations and the bank's posting of the deposit to the City's accounts.
- iii. Are there any restrictions, such as how coin is handled?
- iv. What is the bank's policy on discrepancies?
- v. Describe pricing.
- vi. Provide any additional information the City should know.

16. Company Banking

The City is interested in bank programs of benefit to its employees.

Answer all of the following:

- i. Does the bank offer any bank programs of benefit to the City's employees? Yes or No.
- ii. Describe any available program.
- iii. List services provided and applicable fees to the City or employee on the Pricing Detail Form under Other and clearly indicate if said fee is on the City or on the employee.
- iv. Is availability of the program based on use of direct deposit or only on City employment?
- v. Provide any additional information the City should know.

17. Merchant Card Services

The City accepts credit/debit card payments from the public.

Answer all of the following:

- i. Does the bank offer merchant card processing services? Yes or No.
- ii. How long has the bank offered merchant card processing services?
- iii. Is a third party processor used? If so, provide information.
- iv. Describe the bank's processes in collecting convenience fees? What is the percentage charged?
- v. Can the bank assist in, or have software available, for online payments to the City?

- vi. How many customers (entities and cards) does the bank currently serve?
- vii. Describe the authorization method process used. How are incorrect authorizations reversed?
- viii. What is the funds availability schedule? Is it negotiable? Is settlement by ACH?
- ix. Describe the bank's debit card processing capabilities. How are debit vs. credit cards identified? Can a debit card be programmed to the lowest cost network?
- x. Describe the transmission process. Describe the monitoring and notification process if transmissions fail.
- xi. Is data imaging available? Describe.
- xii. Describe the dispute resolution process.
- xiii. Describe the bank's security measures for internet transactions and unauthorized use.
- xiv. Are there limitations by day, file or batch?
- xv. List any processor specific hardware needed.
- xvi. Are there limitations on the number of transactions by batch or day?
- xvii. Include a copy of the bank agreement expected to be used.
- xviii. Provide any additional information the City should know.

18. Electronic Data Interchange (EDI)

The City currently uses EDI through the bank for obtaining information on electronic payments due to the City for Utility bills.

Answer all of the following:

- i. Does the bank offer EDI? Yes or No.
- ii. How long has the bank been providing this service? How many customers use this service?
- iii. Which payment networks are used? What are the cut-off times?
- iv. Which format translations do you use?
- v. Can you combine paper and electronic payments into a single report format or transmission?
- vi. What type of detailed remittance information can be sent? Does the bank transmit on the same day or the next day for payments on FedWire and/or ACH?
- vii. Describe the associated online services.
- viii. Does the bank have the ability to re-associate payment and remittance information when sent separately?
- ix. Provide the bank's average EDI/EFT transaction volume for receipt and the number of clients serviced.
- x. Describe the bank process for tracking payment and remittances.
- xi. Is the bank able to warehouse payment orders?
- xii. What is the average lead time for EDI implementation?
- xiii. Explain how the data is transmitted.
- xiv. Provide the EDI agreement.
- xv. Provide any additional information the City should know.

19. E-Payments

The City accepts electronic payments.

Answer all of the following:

- i. Does the bank provide this service to any other local entities (public or private)? Yes or No.
- ii. How long has the bank provided this service? How many customers use the service?
- iii. Does the bank post balances due to customers or simply receive payments?
- iv. Is a third party processor used?
- v. How does the City transmit remittance information to the bank? What schedules are required for posting balances?
- vi. What type of detailed payment information is sent to the City? When?
- vii. What is funds availability on the funds?

- viii. Is the transmitted data down-loadable?
- ix. What security levels are provided? What backup is available?
- x. What online services and reports are available for this service?
- xi. Provide any additional information the City should know.

20. Purchase Cards

Answer all of the following:

If this service is not being offered, list the heading and mark "Not Offered." If it is offered, continue to answer the following.

- i. What card platforms are available (MC, Visa)? Is a third party process or used?
- ii. How long has the bank provided this service? How many customers use the service?
- iii. Describe parameters and restrictions available for the cards to control expenditures.
- iv. Discuss settlement and liability terms. Include information on bank support for the program, the bank's experience, settlement terms on payment, security procedures, and licensed requirements. How will billing be received?
- v. What information is available online?
- vi. What are the City's liabilities?
- vii. Discuss training programs to be provided. Describe how cards are issued, deleted, replaced. How do you handle lost/stolen cards?
- viii. Describe any unique features that should be considered.
- ix. Include a copy of the agreement for this program.
- x. Provide 3 comparable references for this service.
- xi. Provide any additional information the City should know.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- i. provide a brief description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Fiscal Agent and Merchant Services. All Fiscal Agent and Merchant Services provided to private sector will also be considered;
- ii. provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as Relationship Officer, Technical Advisor (s), Merchant Services Supervisor . Offeror must include key personnel education, work experience, relevant certifications/licenses.
- iii. indicate how many clients and dollar value of Fiscal Agent and Merchant Services are currently provided in the past two years and what percentage of business revenue is derived from Fiscal Agent and Merchant Services; and
- iv. describe at least two project successes and failures as a Fiscal Agent and Merchant Services provider. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- i. Client name;
- ii. Project description;
- iii. Project dates (starting and ending);
- iv. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- v. Staff assigned to reference engagement that will be designated for work per this RFP; and
- vi. Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Mandatory Specification

- i. Does the proposal provide the following services or a better alternative?
 - a. Accommodate the City’s account structure with sweep features
 - b. The City current receives an earnings credit to offset monthly bank fees.
 - c. Automated Cash Management Information Access
 - d. Deposit Services – Coin, Cash, Checks, Incoming ACH
 - e. Standing Disbursing Services - Checks, Outgoing ACH
 - f. Positive Pay
 - g. Account Reconciliation
 - h. Wires and Funds Transfer Services
 - i. Information Security
 - j. Database Access
 - k. Collateral Requirements
 - l. Account Management, Reporting and Invoicing
 - m. Monthly Statements
 - n. Overdrafts, NSF, Stop Payments, and Collection Demand
 - o. Courier or Armored Car Service
 - p. Company Banking
 - q. Merchant Services
 - r. Electronic Interchange (EDI)
 - s. E-payments
 - t. Purchase Cards

4. Desirable Specification

- i. Community Based Initiatives (List)
 - a. Provide the number of individuals the bank employs in the City of Santa Fe.
 - b. Describe the bank’s community outreach program (s) for hiring and/or contracting.
 - c. Describe the bank’s public outreach and financial education programs.

- d. Describe current plans for expanding community based banking and financial services in the City of Santa Fe.
- e. Provide information on the bank's CRA activity within the City of Santa Fe. How is CRA money spent in the City of Santa Fe?f. Provide the banks policies pertaining to environmental impact, social responsibility, and hiring practices. Specifically include investment policies with regards to social responsibility, environmental impact, and community investment in the local Santa Fe economy.

C. BUSINESS SPECIFICATIONS

Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications

4. Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by Fiscal Agent Services, and Merchant Services on a monthly and annual basis. Please complete the Fiscal Agent and Merchant Services Detail Pricing Sheet. Alternative pricing, please include a detailed sheet similar to the requested form. The detailed pricing sheet should be summarized into the monthly and annual costs based on a stated expected number of transactions.

5. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	100
B. 2. Organizational References	150
B. 3. Mandatory Specification	500
B. 4. Desirable Specification	100
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Performance Surety Bond	Pass/Fail
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C. 5. Oral Presentations	150
C.6. Cost	
TOTAL POINTS AVAILABLE	1,000
C.7. City of Santa Fe Local Preference per Section IV C. 2	30
C.7. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	60

Table 1: Evaluation Point Summary

1. EVALUATION FACTORS

i. **B.1 Organizational Experience (See Table 1)**

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror’s candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

ii. **B.2 Organizational References (See Table 1)**

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation

Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

iii. **B.4 Mandatory Specifications**

- a. Factors to be considered include if the specific service or a similar service is offered or not.
- b. Ease of use of the service
- c. Style, quality, quantity and timeliness of information
- d. Online delivery
- e. Interface with City's accounting system

iv. **B.5 Desirable Specifications**

- i. Factors to be considered are quality and quantity of community engagement programs for specific communities within Santa Fe, especially underrepresented and financially challenged.

v. **C.1 Financial Stability (See Table 1)**

Pass/Fail only. No points assigned

vi. **C.3 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

vii. **C.4 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

viii. **C.5 Oral Presentation (See Table 1)**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

ix. **C. 6 Cost (See Table 1)**

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

The average of the four annual expense forecasts will be used in the calculation below to calculate the cost score of each proposal

x. **C.7. Local Preferences**

Percentages will be determined based upon the point-based system outlined below.

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

- a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

- c. Solicitations above One Million Dollars (\$1,000,000)
 - 1) The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
 - 2) The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

2. EVALUATION PROCESS

- i. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- ii. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
- iii. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Fiscal Agent and Merchant Services
22/33/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 5:00PM February 15, 2022. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX I.

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Central Purchasing
E-mail: Purchasing@santafenm.gov
Subject Line: Fiscal Agent and Merchant Services **RFP #22/33/P**

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means 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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____

- Mayor Alan M Webber
- Councilor Signe Lindell, Pro-tem
- Councilor Renee Villarreal
- Councilor Michael Garcia
- Councilor Carol Romero-Wirth
- Councilor Lee Garcia
- Councilor Christopher Rivera
- Councilor Amanda Chavez
- Councilor Jaime Cassutt

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C
COST RESPONSE FORM

APPENDIX C
COST RESPONSE FORM
RFP 22/33/P

Will merge PDF into this RFP, there is a detailed pricing sheet based on AFP codes universal to the banking industry.

The Detailed Pricing sheet should be the basis for these four annual projections based on the City's historical and projected number of transactions and account structure.

Option Year 1: (7/1/2022 thru 6/30/2023) Price:\$_____

Option Year 2: (7/1/2023 thru 6/30/2024) Price:\$_____

Option Year 3: (7/1/2024 thru 6/30/2025) Price:\$_____

Option Year 4: (7/1/2025 thru 6/30/2026) Price:\$_____

APPENDIX D

LETTER OF TRANSMITTAL FORM

APPENDIX D

Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 22/33/P

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

 (Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

 (Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

1. On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
2. I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
3. I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20_____
 Authorized Signature and Date (Must be signed by the individual identified in item #2.A, above.)

APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at Purchasing@santafenm.gov by March 2, 2022 at 5:00 PM MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 22/33/P
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, Finance Department via e-mail at:

Name: Central Purchasing Office
Email: Purchasing@santafenm.gov

Forms must be submitted no later than March 31, 2022 at 5:00 PM MST/MDT, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the City of Santa Fe **Procurement Manager** at Alexis Lotero at (505)955-6131 or aclotero@santafenm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX F
NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____.

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX G
CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Client Relations Officer, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Client Relations Officer and known key personnel needs to describe the conflict.

The Client Relations Officer agrees that, if after award, an organizational conflict of interest is discovered, the Client Relations Officer makes an immediate and full written disclosure to the City that includes a description of the action that the Client Relations Officer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Client Relations Officer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Fiscal Agent and Merchant Service Contract For the duration of this firm's involvement in the Fiscal Agent and Merchant Service contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Fiscal Agent and Merchant Service contract.

I certify that this firm will keep all Fiscal Agent and Merchant Service contract information confidential and secure. This organization will not copy, give or otherwise disclose such

information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Fiscal Agent and Merchant Service contract. I understand that if this firm leaves this Fiscal Agent and Merchant Service contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Fiscal Agent and Merchant Service contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Fiscal Agent and Merchant Service contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

Authorized Representative/Title:

Phone Number:

Fax Number:

E-mail Address:

Signature:

Date:

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX H
LIVING WAGE ORDINANCE



City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2022 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$12.95
PER HOUR

The Santa Fe Living Wage Ordinance establishes minimum hourly wages. The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).

Who is Required to Pay the Living Wage?

- **Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;**
- **Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;**
- **Businesses required to have a business license or registration from the City; and**
- **Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.**
- **For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.**
- **All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.**

More Information, including the Living Wage Ordinance, is available at
www.santafenm.gov/living_wage_information

APPENDIX I
DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

Item# _____
Munis Contract# _____

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-XX [Purchasing will enter this]; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [professional service], rendering services related to [insert services] for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [insert term], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services-for the City:

1) Consolidated Account Structure with Sweep Mechanism

The City currently has a number of zero balance accounts that roll to the Common account at the end of each day at Mountain Standard Time (MST), as shown in the attachment, "Account Structure and Services". The City requires an overnight automated sweep account.

2) Interest and Other Earnings

The City currently receives an earnings credit to offset monthly bank fees. It is understood that past interest rates are no guarantee of future rates.

3) Automated Cash Management Information Access

- a) Current online services include but are not limited to:
- b) Prior day summary balance reporting on all accounts
- c) ACH Fraud Filter services
- d) Sweep Account activity
- e) Positive Pay exceptions/images
- f) Account transfers, incoming and outgoing wire transactions
- g) ACH activity
- h) Lockbox activity
- i) Intraday activity and return item detail
- j) EDI payment detail
- k) Electronic utility payments
- l) ARP services
- m) Credit card activity
- n) Monthly statements and service invoices
- o) Check returns, NSFs, images, search and related functions
- p) Self-administration function for allowing and changing City staff access

4) Deposit Services - Coin, Checks, Incoming ACH

Deposit services include but are not limited to the following:

- a) Services identified in the attached "Account Structure and Services".
- b) Occasional branch deposits into dedicated accounts.
- c) Deposits will consist of coin, currency and endorsed checks. The City requires same bank day credit in all cash (coin and currency) deposits. Coin is deposited loose in bags and will not be rolled. The City has a recurring need for strapped cash and coins from local branches.
- d) All deposits received by the bank's established deadline must be processed for same day credit. The bank will guarantee immediate credit on all incoming wire transfers, U.S. Treasury checks, ACH transactions, and on-us items.
- e) The City expects all checks to clear based on the bank's current published availability schedule, but any other availability policies are to be noted in the proposal. Failure to credit City accounts in a timely fashion will require interest payment reimbursement to the City at the then current daily Fed Funds rate.
- f) Returned items are re-deposited for collection automatically.
- g) The City uses lockbox services for utility and ambulance payments.

5) Standard Disbursing Services - Checks and Outgoing ACH

Standard disbursing services for all accounts are required to include the payment of all City checks without charge upon presentation. Checks are written on Payroll, Accounts Payable, General Liability, and Worker's Compensation accounts. Outgoing ACH payments are sent from Payroll for paycheck direct deposit on a biweekly basis, and from Accounts Payable on a weekly basis and occasionally more often. Volumes are available in "Account Analysis 12-Month History". Currently, certain pre-selected ACH draws come through the ACH fraud filter each month for City approval and processing; anything else coming through the ACH fraud filter is blocked by the bank. The City requires a pre-notification on all new addresses.

6) Positive Pay

To safeguard against fraudulent checks, positive pay is currently used in the Payroll and Accounts Payable accounts. The City requires positive pay services with complete indemnification for fraudulent checks.

7) Account Reconciliation

The City would like to use online full reconciliation for all cash accounts. Full reconciliation includes checks cleared, outstanding, stopped payment on, and cancelled.

8) Wires and Funds Transfer Services

Wires, both incoming and outgoing, as well as internal funds transfers are to be real time. The City will require compensation for delays caused by bank errors at the day's Fed Funds rate.

9) Information Security

a) Please provide a copy of your acceptable user policy.

10) Database Access

The City currently uses online services for researching all manner of transactions.

11) Collateral Requirements

- a) Authorized collateral must be pledged against the total time and demand deposits net of FDIC insurance in accordance with the Investment Policy. Collateral must comply with the investment policy.
- b) If securities are used as collateral, the pledging bank is responsible for providing the securities to be pledged and for forwarding them to the depository bank.
- c) The bank must make arrangements so that the depository bank provides an independent report directly to the City of the securities held on behalf of the bank and the City as independent verification of the bank's collateral pledge.
- d) The bank must also provide monthly statements reporting the name and CUSIP of the securities pledged, the par and monthly market value of said securities, and the amount of bank balances covered via the pledge.
- e) Both the bank and the depository bank reports are to be made available by email to the Cash Management and Investment Officer on the first of the following month. If an FHLB Letter of Credit (LOC) is provided as collateral, an original must be delivered to the Cash Management and Investment Officer and replaced as often as necessary. LOCs are more appropriate for certificates of deposit where stated terms and account valuations are established. The proposal must show agreement to each of the following terms and conditions in accordance with the Investment Policy:
- f) All collateral must be held in an independent, third party bank outside the bank's holding company.
- g) A tri-party safekeeping agreement shall be executed between the City, the depository and the safekeeping bank for custody of pledged securities in full compliance with FIRREA, or completion of Circular 7 if the Federal Reserve is acting in the capacity of custodian.
- h) The bank will be contractually liable for the continuous monitoring and maintaining of collateral at the City's required margin requirement.
- i) The bank will make arrangements for the City to receive evidence from the custodian of pledged collateral via monthly safekeeping reports to be received the first day of the following month, and notification of changes as they occur. These may be sent via email to the Cash Management and Investment Officer. Said report will include CUSIP, security name, market value of pledged amount, pledging bank name and account number for FRB reports, and any other relevant information.
- j) The City shall receive a report of pledged collateral from the pledging bank through the end of each month, to be received within 3 days of month-end, with notification of changes as they occur. Said report is to include CUSIP, agency name, par value, market value, amount of bank funds being collateralized, and amount of collateral over bank funds to show collateral requirement met.
- k) Must be held in the City's name.
- l) The City will grant substitution rights for pledged collateral if the bank obtains the City's prior approval and if substituting securities are delivered to the custodian prior to the pledged securities being removed from safekeeping.
- m) Authorized collateral includes: securities of the U.S. government, its agencies and instrumentalities; securities of the state of New Mexico, its agencies instrumentalities, counties, municipalities or other subdivisions; or, letters of credit issued by a federal home loan bank. Securities are to be investment grade.
- n) Maturities of ten years or less.

12) Account Management, Reporting and Invoicing

Online monthly service and fee reports must be provided for each account and on a consolidated account basis by the tenth of the succeeding month.

13) Monthly Statements

Monthly account statements are required on all accounts with complete supporting documentation. Timeliness of statements is critical. If for some reason the bank has online system problems, a fax or email of statements will be acceptable. Sample statements from the City's accounts are attached for information. All existing information contained on these statements is expected to be provided at a minimum.

14) Overdrafts, NSF, Stop Payments, and Collection Demand

15) Courier or Armored Car Service

As noted above, the City has a separate agreement for armored car service. The City is interested in available options. Be sure pricing is included on the pricing form.

16) Merchant Card Services

17) Electronic Data Interchange (EDI)

18) E-Payments

19) City Credit Cards

20) Purchase Cards

[INSERT DETAILED SCOPE OF WORK WITH DELIVERABLES, MILESTONES, TASKS, TIME SENSITIVE REPORTING, DATA, PLANS, AND/OR DESIGNS.]

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, excluding/including gross receipts tax and expenses, shall not exceed (AMOUNT) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in (FY23) through (FY27) (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor.

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE

received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2027** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment

provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this

Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and

\$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Bradley Fluetsch, CFA,
200 Lincoln Ave
Santa Fe, NM 87504
(505)955-6885
bjfluetsch@santafenm.gov

To the Contractor: [insert name, address and email].

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. Merger.

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

29. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

CITY MAYOR/MANAGER

NAME

DATE: _____

TITLE

DATE: _____

CRS# _____

Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Treasury/1000151.