

SANTA FE COUNTY
TREASURER'S OFFICE
REQUEST FOR PROPOSALS



BANK CUSTODIAL SERVICES

APRIL 2018

2018-0254-TR/IC

TABLE OF CONTENTS

	PAGE NO.
I. ADVERTISEMENT.....	4
II. INTRODUCTION.....	5
A. PURPOSE OF THIS REQUEST FOR PROPOSAL.....	5
B. SCOPE OF WORK.....	6
C. QUALIFICATIONS (If Applicable).....	8
D. PROCUREMENT MANAGER.....	9
E. DEFINITION OF TERMINOLOGY.....	10
III. CONDITIONS GOVERNING THE PROCUREMENT.....	12
A. SEQUENCE OF EVENTS.....	12
B. EXPLANATION OF EVENTS.....	13
1. Issue of RFP.....	13
2. Pre-Proposal Conference.....	13
3. Acknowledgement of Receipt Form Due.....	13
4. Deadline to Submit Additional Written Questions.....	13
5. Response to Written Questions.....	14
6. Submission of Proposals.....	14
7. Proposal Evaluation.....	14
8. Selection of Finalists (If Applicable).....	14
9. Best and Final Offers from Finalists (If Applicable).....	15
10. Oral Presentations by Finalists (If Applicable).....	15
11. Finalize Contract.....	15
12. Contract Award.....	15
13. Right to Protest.....	15
C. GENERAL REQUIREMENTS.....	16
1. Acceptance of Conditions Governing the Procurement.....	16
2. Incurring Cost.....	16
3. Prime Contractor Responsibility.....	16
4. Subcontractors.....	16
5. Amended Proposals.....	16
6. Offerors' Rights to Withdraw Proposal.....	16
7. Proposal Firm Offer.....	17
8. Disclosure of Proposed Contents.....	17
9. No Obligation.....	17
10. Termination.....	17
11. Sufficient Appropriation.....	18
12. Legal Review.....	18
13. Governing Law.....	18
14. Basis for Proposal.....	18
15. Contract Terms and Conditions.....	18
16. Offerors' Terms and Conditions.....	18

17. Contract Deviations	19
18. Offeror Qualifications	19
19. Right to Waive Minor Irregularities	19
20. Change in Contractor Representatives.....	19
21. Notice	19
22. County Rights	19
23. Right to Publish.....	19
24. Ownership of Proposals	20
25. Electronic Mail Address Required	20
26. Preferences	20
IV. RESPONSE FORMAT AND ORGANIZATION	20
A. NUMBER OF RESPONSES	20
B. NUMBER OF COPIES	20
C. PROPOSAL FORMAT.....	20
1. Proposal Organization.....	22
2. Letter of Transmittal	23
V. SPECIFICATIONS	24
A. INFORMATION.....	24
1. Time Frame.....	24
VI. EVALUATION	24
A. EVALUATION POINT SUMMARY	24
B. EVALUATION FACTORS	25
C. EVALUATION PROCESS.....	28
 APPENDICES:	
A. Acknowledgement of Receipt Form	29
B. Campaign Contribution Disclosure Form	30
C. Sample Agreement	33

I. ADVERTISEMENT

Bank Custodial Services RFP No. 2018-0254-TR/IC

Santa Fe County (“the County”) is soliciting proposals to provide Bank Custodial Services for the County. The custodian’s services will include, but are not limited to asset safekeeping, accounting for all portfolio transactions, securities settlement, reporting monthly on all transactions, asset values and performance, providing short-term cash management, daily wire transfers, performance and risk analytics, and miscellaneous system queries and reporting requirements.

All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror’s name and address clearly marked on the outside of the container. **All proposals must be received by 2:00 pm on Thursday, May 31, 2018, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By submitting a proposal for the requested services each Offeror is certifying that their proposal complies with regulations and requirements stated within the Request for Proposals.

A Pre-Proposal Conference will be held on Friday, May 4, 2018 at 10:00 am at the Santa Fe County Legal Conference Room, 102 Grant Ave. (Second Floor), Santa Fe, NM 87501. Attendance at the pre-proposal conference is not mandatory but strongly recommended.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for proposals will be available by contacting Iris Cordova, Procurement Specialist, Senior, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico 87501, by telephone at (505) 986-6337 or by email at icordova@santafecountynm.gov or on our website at [http://www.santafecounty.org/services/bid & contracts/current solicitations](http://www.santafecounty.org/services/bid&contracts/currentsolicitations).

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Purchasing Division

II. CONTRACT OBJECTIVES

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of this RFP is to obtain proposals from qualified institutions to provide Bank Custodial Services for Santa Fe County. The custodian's services will include, asset safekeeping, accounting for all portfolio transactions, securities settlement, reporting monthly on all transactions, asset values and performance, providing short-term cash management, daily wire transfers, performance and risk analytics, and miscellaneous system queries and reporting requirements.

B. BACKGROUND

The Santa Fe County Treasurer handles all investment activities on behalf of Santa Fe County (SFC), as defined by NMSA 1978, §6-10-8 and §6-10-10 and the SFC Investment Policy (attached). The County's investment objective is the enhancement of County revenues through the prudent investment of public money that is not immediately required for the operations of the County, after first meeting the goals of safety and liquidity. The County's investments are reviewed by an Investment Committee, comprised of the County Treasurer, the County Manager, the County Finance Director, County Attorney, the current Chairman and Vice Chairman of the Board of County Commissioners, and a member at large from the public sector who has relevant finance experience. The County Treasurer's investment plan, and activity, is presented monthly to the Board of County Commissioners acting as the County's Board of Finance, which has advice and consent authority per NMSA 1978, §6-10-10(F). The County seeks proposals that shall enable safekeeping of securities and support in compliance and reporting to the Investment Committee and County Board of Finance. The County's investment portfolio currently averages between \$130 million to \$135 million annually. The County Treasurer is responsible for conducting an average of five to ten security transactions per month via Delivery Versus Payment (DVP) or Fed Wire, within the parameters defined by the County's Investment Policy.

Safekeeping and Custody:

1. All investment securities purchased by Santa Fe County, held as collateral on repurchase agreements or held as collateral on securities lending arrangements shall be held in third-party safekeeping at a fiduciary qualified to act in this capacity. All securities held for Santa Fe County's portfolios will be held free and clear of any lien and all transactions will be conducted in compliance with NMSA 1978, §6-10-10(O), which requires contemporaneous transfer and same day settlement. On a monthly basis, the custodian will provide reports, which list all transactions that occurred during the month and all securities held for Santa Fe County at month-end including the book and market value of holdings.
2. The fiscal agent and/or representatives of the custodian responsible for, or in any manner involved with, the safekeeping and custody process of Santa Fe County shall be bonded in

amounts required by the governing body under its custody agreement to protect from losses, from malfeasance and misfeasance.

Diversification:

3. The County requires diversity in its investment portfolio to reduce the risk of loss resulting from an over concentration of assets in a specific maturity, issuer, or class of securities. The following diversification limitations, at the time of purchase, shall apply to each portfolio:

<i>Allowable Securities</i>	<i>Held at Custodial Bank (C) or Other (O)</i>	<i>Diversification Limits</i>
US Treasury Obligations	C	100%
US Agency Obligations	C	100%, 35% per issuer
Municipal Securities	C	15%, 5% per issuer
Repurchase Agreements	C	25% per counterparty
Gov't Money Market Funds	C or O	5%
NM LGIP	O	\$1,000,000
Bank Demand Deposits	O	25%
Certificates of Deposit or CDARs	C or O	25% per issuer
Exchange Traded Funds (ETFs)	C	25% per issuer

C. **SCOPE OF WORK**

All qualified institutions are invited to submit a proposal. Institutions responding to this RFP must be able to demonstrate a capacity to meet the County's requirements as stated in the Scope of Work.

The custodian shall:

1. Maintain a custody account in the Custodian's Trust Department for the cash and securities owned by the County.
2. Segregate all securities and cash from the assets of others. The Custodian shall have only the bare custody thereof and securities shall be and remain the sole property of the County. The securities held by the Custodian shall, unless payable to the bearer, be registered in the name of the County.

3. The Custodian must have the ability to settle trades with all Santa Fe County approved broker dealers.
4. Initiate wire transfers of funds from County's account upon receipt of instructions from authorized persons.
5. Settle, purchases, sales, and other transactions upon receipt of execution orders from the County Treasurer or the portfolio managers employed by the County Treasurer's Office.
6. Create, maintain, and retain all records relating to securities held in custody in the County's account to meet the requirements and obligations using a method in compliance with Governmental Accounting Standards Board (GASB), and the County and/or the New Mexico Office of the State Auditor.
7. Collect and receive interest income, maturity, and sale proceeds from held securities.
8. Collect all coupons and other periodic income on securities held.
9. Provide the County Treasurer with the following reporting requirements:
 - a. Provide on-line reporting of portfolio activity and holdings on a real-time (ideally) or next day basis for each account.
 - b. Provide online monthly activity statements and reports including the market value of all portfolio holdings.
 - i. Monthly, by the 5th working day, provide a Microsoft Excel compatible (downloadable) file containing the market value of portfolio holdings, list of holding and investment detail for each account and a portable document format (PDF) downloadable file of the investment summary for auditing purposes.
 - ii. The custodian must provide the County by the 5th of each month with a complete inventory of all securities held in safekeeping as of the last day of the previous month, whether in book-entry or physically delivered form, showing for each security its CUSIP number, issuer name, coupon/interest rate, settlement and maturity dates, type of security, S&P rating, par value, book value, and full market value. In addition, the custodian must provide confirmation of each trade of a safekeeping item by the following business day for each account. Online availability of these reports is preferred.
 - iii. Investment income shall account for actual disbursements and be presented separately from the accrual securities income for the portfolio for each account.
 - c. In addition, statements shall be provided to external or internal auditors, any investment consultant, and any outside investment managers, upon written request by the County Treasurer.

- d. Custodian shall be required to use the full accrual method in accounting for income and the cash basis (original purchase cost) method for amortization and accretion accounting of securities premiums and discounts.
 - e. Customized or multiple format institutional accounting statements in print and electronic format (preferably PDF and Excel), upon request of the County Treasurer.
9. Provide the County Treasurer with a monthly performance measurement report detailing the total return of the portfolio for each account. This report shall summarize the following:
 - a. A listing of the portfolio in terms of investment securities, balances, maturities, total return, call provisions and any variable rate information (e.g. step ups or other changes to interest rate);
 - b. The book and market value of all holdings;
 - c. For each portfolio, returns on a monthly, quarterly, fiscal year-to-date and the three year basis versus approved benchmarks;
 - d. The total investment earnings by fund for the reporting period;
 - e. Report of holdings of variable rate and structured notes;
 - f. Transaction report (securities purchases and sales);
 - g. All transaction errors;
 - h. Compliance report; and
 - i. Brief overview of the global economy and Fed reports including possible Fed hikes, unemployment percentages, Treasury, Municipal, Aggregated Bond Market, etc...
10. Provide automated cash management by transferring any excess portfolio into a money market fund or an interest-bearing account on a daily basis.
11. The Custodian will alert the County to any issuer actions, such as security calls, on the same day as issuer announcement preferable through electronic alerts set up directly with the Custodian's system.
12. The Custodian will mark-to-market the purchased securities during the term of the repurchase agreement to ensure 102% collateral coverage and compliance with the County's Investment Policy (Appendix E). Collateral associated with repurchase agreements should be settled delivery-versus-payment (DVP) and be held in safekeeping in the name of the County.

13. Price the portfolio on a monthly basis while amortizing premiums, accreting discounts and accounting for pay downs or declining balance securities as directed by the County Treasurer.
14. Maintain a data processing interface with the County Treasurer's Office online capability and other acceptable electronic data means.
15. Provide electronic or web based platform access to the portfolio on a daily basis preferably through a connection to one or more of the County Treasurer Office's personal computers. Platform should be able to run and generate printable reports on the performance of the portfolios.

D. QUALIFICATIONS

Offerors must affirmably demonstrate their responsibility and experience as a custodial bank:

1. Offeror is currently FDIC certified (must include FDIC certification with proposal).
2. Offeror currently has Fidelity and Indemnity Insurance coverage for all branches, facilities and offices.
3. The Offeror must have been in operation for a minimum of five (5) years prior to the deadline to receive proposals (holding institution).
4. Demonstrate financial stability by providing copies of:
 - a. Audited financial statements for the prior three fiscal years for review;
 - b. Quarterly Consolidated Report of Condition and Income (Call Report) for the four preceding quarters; and
 - c. "New Mexico Financial Institution Quarterly Report" issued by the New Mexico State Treasurer for the four preceding quarters.
5. Offeror must be knowledgeable and experienced in dealing with reporting requirements in compliance with GASB and Financial Accounting Standards Board (FASB).
6. Offeror currently provides safekeeping and custodial services to public fund clients with at least \$1 billion in aggregate assets.
7. Offeror has not operated under any consent decree or other type of restrictive contract with any state or federal regulatory agency without providing immediate notification to the County Treasurer's Office. The contract may be immediately terminated upon notification of any such restrictive covenant of a regulatory agency.

E. INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below.

1. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
2. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. County of Santa Fe shall be a named additional insured on the policy.
3. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
4. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.
5. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, §41-4-1 through §41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.

F. PROCUREMENT MANAGER

The County has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Iris Cordova, Senior Procurement Specialist
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
Phone (505) 983-6337
Fax (505) 989-3243
icordova@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the

procurement. Other County employees do not have the authority to respond on behalf of the County. Any contact with other County employees or elected officials during the procurement process (until an agreement has been approved and signed by all parties) may be grounds for disqualification of Offerors' proposal.

G. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“BCC” means the Santa Fe County Board of County Commissioners.

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

“Contractor” means a successful offeror who enters into a binding contract.

“County” means Santa Fe County.

“Determination” means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the County management to perform the evaluation of offeror proposals.

“Finalist” is defined as 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.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

“Offeror” is any person, corporation, or partnership that chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Department” means the Santa Fe County Purchasing Department, Finance Division.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an Offer or proposal, 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.

This Section Left Blank Intentionally

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Purchasing Division	April 22, 2018
2.	Pre-Proposal Conference (Strongly recommended)	Owner/Purchasing Offerors	May 4, 2018
3.	Acknowledgement Form Due	Offerors	May 4, 2018
4.	Deadline to Submit Additional Questions	Offerors	May 10, 2018
5.	Response to Written Questions	Purchasing Division	May 15, 2018
6.	Submission of Proposal 2:00 PM MST	Offerors	May 31, 2018
7.	Proposal Evaluation	Evaluation Committee	June 1, 2018 thru June 15, 2018
8.	Selection of Finalists (If Applicable)	Evaluation Committee	June 15, 2018
9.	Best and Final Offers from Finalists (If Applicable)	Offeror	June 2018
10.	Oral Presentation by Finalists (If Applicable)	Offeror	July 2018
12.	Finalize Contract	County, Offeror	July 2018
13.	Contract Award	Purchasing Division	July 2018

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, events 8-10 will not apply.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issue RFP

This RFP is being issued by the Santa Fe County Treasurer and the Purchasing Division.

2. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled to occur on the date indicated in the "Sequence of Events" at Section III.A. **Your attendance is highly recommended.** Questions may be submitted at the Pre-Proposal Conference and after up until the date indicated in the "Sequence of Events" at Section III.A. A public log will be kept of the names of potential offerors that attended the pre-proposal conference. The pre-proposal conference is not mandatory but strongly recommended.

3. Acknowledgement of Receipt Form Due

A potential Offeror should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on the date indicated in the "Sequence of Events" at Section III.A.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All written questions must be addressed to the Procurement Manager, listed in Section II, Paragraph E and sent via facsimile or e-mail. **Any contact during the procurement until an award has been made with any elected official or other county staff member other than the Procurement Manager named in this solicitation may be grounds for disqualification.**

5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the "Sequence of Events" at Section III.A, to all potential Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Manager no later than one (1) day after the answers or addenda were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. (MOUNTAIN STANDARD TIME) ON MAY 31, 2018. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II, D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals for Bank Custodial Services and refer to the RFP number. Proposals submitted by facsimile or other electronic means will not be accepted.

Proposals must be delivered to:

Iris Cordova, Senior Procurement Specialist
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Manager. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists (If Applicable)

The Evaluation Committee may select and the Procurement Manager may notify the Finalist Offerors on the date indicated in the "Sequence of Events" at Section III.A. Only Finalists will be invited to participate in the subsequent steps of the procurement if the Finalist process is used.

9. Best and Final Offers from Finalists (If Applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the "Sequence of Events" at Section III.A.

10. Oral Presentation by Finalists (If Applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico unless notified otherwise. Each presentation will be limited to one (1) hour in duration. NOTE: The scores from the proposal evaluation will only carry over to the Oral Presentation evaluation in the case of a tie score after Oral Presentations.

11. Contract Negotiations

The contract will be finalized with the most advantageous Offeror during the timeframe indicated in the "Sequence of Events" at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

The County anticipates awarding the contract on the date in the "Sequence of Events" at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing Manager.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, §13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County
Attn: Procurement Office
P.O. Box 276
Santa Fe, New Mexico 87504

Protests will not be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with NMSA 1978, §13, 1.4.1 NMAC and the Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the terms and conditions in the sample contract attached hereto as Appendix D.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

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

6. Offerors' 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 signed by the Offeror's duly authorized representative addressed to the Procurement Manager. 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, will be considered firm for ninety (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 to §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Santa Fe County Procurement Manager shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the 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 County determines such action to be in the best interest of the County.

11. Sufficient Appropriation

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

12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the County and the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix D. However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix D, that Offeror must propose specific alternative language. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County 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.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

17. Offeror Qualifications

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

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee, subject to Procurement Manager approval.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

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

21. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

22. Right to Publish

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

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

24. Electronic Mail Address Recommended

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that Offeror should have a valid e-mail address to receive this correspondence.

25. Preferences in Procurement

A. *New Mexico In-state Preference.*

New Mexico law, NMSA 1978, §13-1-22, provides a preference in the award of a public works contract for an “**in-state resident business**”. Application of a resident business preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident business. Certificates are issued by the state taxation and revenue department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror’s score.

Certification by the department of taxation and revenue for the resident business takes into consideration such activities as the business’ payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

B. *New Mexico Resident Veteran Preference.*

New Mexico law, NMSA §13-1-22, provides a preference in the award of a public works contract for a “**resident veteran business**”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 10%, 8% or 7% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror’s score, depending on the business’ annual revenue.

The resident business preference is not cumulative with the resident veteran contractor preference.

The in-state or veteran preferences do not apply to procurement of services or goods involving federal portfolio or federal grant portfolio.

Additional information about obtaining the certificate as a resident contractor and resident veteran contractor may be found at: <http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx> and information about the Santa Fe County business

Certificate at www.santafecounty.org (Quicklink Ordinances and Resolutions).

26. Double-Sided Documents

All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution No. 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse...”all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County”.

27. Living Wage

Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

THIS SECTION LEFT INTENTIONALLY BLANK

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and five (5) identical copies of their proposal to the location specified in Section II, Paragraph E on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals shall be limited to fifty (50) pages, with exception to professional licenses and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 1/2 x 11 paper, with a font no smaller than 12 pt. pitch, with nominal 1” margins and normal line spacing. Proposals shall be placed within a binder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (optional)
- d) Response to Specifications (Binder 1)
- e) Offeror’s Cost Proposal (Binder 2)
- f) Attachments (any additional agreements required by the Offeror, statements, certifications/licensing, resumes, insurance, appendices, sample reports, etc.)

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. **All discussion of proposed costs, rates or expenses must occur only in Binder 2.**

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features 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.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles, email address and telephone numbers of persons to be contacted for clarification;
- e) Explicitly indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix D.

THIS SECTION LEFT INTENTIONALLY BLANK

V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

Time Frame

The contract is scheduled to begin in or around July, 2018. Santa Fe County intends on awarding a contract with a term of two (2) years with the option to extend for two (2) additional one (1) year terms, not to exceed a total of four (4) years.

B. EVALUATION FACTORS

A brief explanation of each specification is listed below. This section contains both mandatory and desirable specifications. Offerors **must** respond to mandatory specifications (indicated by the terms “must” and “shall,”) by listing and affirmatively answering each specification and should respond to desirable specifications of this RFP, providing the required responses, documentation and assurances, and completing all forms attached. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each.

1. Mandatory Specifications:

Failure to comply with a mandatory specification will result in disqualification of an offeror’s proposal.

- a) Agreement to Perform Scope of Services: The scope of work shall consist of providing the services defined in the sample contract to this RFP. The Offeror shall agree to perform the scope of work by providing a statement of concurrence to perform the scope of work. The Offeror may propose modifications to the scope of work. Any proposed modifications to the scope of work must include a discussion of the purpose and impact of each proposed change and the specific alternate wording to the scope of work.
- b) Investment Plan: Offeror shall include as part of its proposal a statement of affirmation that it has reviewed the Investment Plan, is familiar with it and that the Offeror’s proposal shall enable and support the County Treasurer and the County Finance Department in carrying out the Investment Plan.
- c) Legal Compliance: Offeror must provide a statement of concurrence that it will hold securities for Santa Fe County’s portfolios free and clear of any lien and all transactions will be conducted in compliance with NMSA 1978, §6-10-10(O).

- d) Campaign Contribution Disclosure Form: Offeror must complete, sign and include the Campaign Contribution Disclosure Form with its proposal. This requirement applies regardless whether or not an applicable contribution has been made.
- e) Cost Proposal: In a separately sealed Binder 2, Offeror must provide a listing of all unit costs to be borne by the County. Services required by this RFP for which costs are not identified in the cost proposal will be borne by the Bank and not charged to the County.
- f) Online Access: Offeror must provide online access to County users to access accounts with specific rights and authorities granted based on the county user's role within the County. A statement of concurrence is required.
- g) Certify that its financial institution has continuously maintained, and will continue to maintain, a primary capital-to-asset ratio greater than 6.0 percent, a net operating income-total average asset ratio of 0.61 percent or higher, and a non-performing loans-to-primary capital ratio of 34.9 percent for the preceding four quarters. A newly chartered financial institution must certify that it has maintained, and will continue to maintain, a primary capital-to-asset ratio greater than 6.0 percent, a net operating income-to-total average asset ratio of 0.61 percent or higher, and non-performing loans-to-primary capital ratio of 34.9 percent or lower for the current quarter.
- h) Maintain a minimum of \$500,000,000 in assets under custody in the Custodian's trust and/or safekeeping departments.
- i) Remain a member of, or have access to the Federal Reserve System with full wire transfer capabilities to send requests to the United States Government, receive portfolio, transfer portfolio to other banks as directed by the County Treasurer, and process the receipt, transfer and payment of book entry securities and to verify and remit portfolio immediately.
- j) Remain a member of, or have access to, the Depository Trust & Clearing Corporation to provide clearance, settlement and information services for equities, corporate and municipal bonds, government and mortgage-backed securities, and money market instruments. In conjunction with the receipt, transfer and payment of book entry securities, the Custodian must have the capability to verify and remit portfolio immediately.
- k) Not operate under any consent decree or other type of restrictive contract with any state or federal regulatory agency without providing immediate notification to the County Treasurer. The contract may be immediately terminated upon notification of any such restrictive covenant of a regulatory agency.
- l) Maintain Federal Deposit Insurance Corporation (FDIC) capital adequacy requirements.

- m) Maintain Fidelity and Indemnity Insurance coverage for all branches, facilities and offices.

2. General Custodial Qualifications

Organization:

- a) General Description: Provide a brief history of your organization and of the trust/custodial services offered.
- b) Organization Structure: Provide an organizational chart identifying reporting relationships as they relate to the trust/custody division, and how the division relates to all other services you provide.
- c) Customer Service: Describe the Offeror's philosophy and approach to satisfying the County's trust/custody and customer service requirements, and what is distinctive about the Offeror's approach to customer service.

Capacity and Capability:

- a) Client Account Composition: Provide Offeror's current total market value of all trust/custody accounts of public portfolios, the distribution of trust/custody accounts and public portfolio (by size and years with your organization). If using a subcontractor, please provide this information for that firm as well.
- b) Qualifications of Key Personnel: Provide resumes and short biographies for personnel who will provide services under the scope of work of this RFP, including a specified Account Executive who will be assigned as the lead on the County's trust/custodial relationship. Resumes should include years' relevant experience, degrees attained, and role that will be served on for the County.
- c) Business References: List references from at least three of the Offeror's current, comparable governmental (municipality, county, school district) clients. Include the length of time under contract, the primary contact person, title, email address, and telephone number.
- d) Client Retention History: In addition to references please indicate how many public fund clients you have lost over the last five years and why.
- e) Regulatory History: Provide details if the Offeror has ever been subject to a regulatory or state or Federal agency investigation for alleged improper, fraudulent, disreputable, or unfair activity related to government securities or money market instruments.

Reporting and Performance Analysis and Compliance.

- a) Account Statements: Describe all current reports your organization provides (daily, weekly, monthly, quarterly and annual financial and analytical reports) include

information if the reports are able to capture accountability data fields, such as “approved by”, “updated by”, and “inserted by”, be sure to include information on total return reporting by fund, performance attribution analysis by asset class, comparison of portfolio performance relative to a customized benchmark, asset allocation and maturity distribution reporting, reports accessible on line as well as cash flow analysis on specific funds.

- i. Please provide sample reports.
- b) Transaction Process: Briefly describe the accounting trail that a buy or sell transaction follows from inception to removal from the database, identifying points along the trail at which the client has access via online reporting applications.
- i. Describe controls in place to ensure that account activity is authorized?
 - ii. Demonstrate your confirmation process.
 - iii. Describe how accrued income is reported and if the projected income reports are available to the client via online communications, and if so, at what reporting frequency.
 - iv. Describe the procedures the Offeror has in effect, if any, to investigate unusual or significant pricing changes from the previous pricing period describe the general auditing system the Offeror has in place.
 - v. Please describe the circumstances and ultimate resolution if any securities have been misplaced or lost during the last three (3) years.
- c) Data Download & Compatibilities: Describe the Offeror’s capability of providing downloaded data and client reports electronically and the compatibility with commercial software programs. Please provide applicable methods and time frames.
- d) Client Historical Data Options: Illustrate the Offeror’s ability to back-load historical client account and transaction data into your system to provide reports for a complete year (even if you were not the custodian for the full year).
- e) Internal Audits: Indicate the frequency internal audits are performed as well as the scope of external audits.
- f) Restitution Agreement: Indicate what guarantee and/or restitution agreement, if any, you are willing and able to contractually provide the County against loss or additional expense from any errors or omissions in servicing the County’s trust/custody accounts.
- g) Insurance Coverage: Describe your fiduciary insurance coverage. Do you have errors and omissions and/or other insurance to protect your clients?
- i. Attach a copy of your insurance certificate.

Accounting Methods.

- a) Trade Settlement: Describe the Custodian's trade settlement organization and process (please include a flowchart illustrating how transactions post to your system, what method of accounting system does the organization use such as trade date, settlement date or cash-based, and explain how trade settlements are communicated by the organization).
- b) Income Recognition: Explain when interest and dividend income are credited to a client account as well as lag time between trade execution, availability of on-line transaction data to the client, and the posting of the transaction.
- c) Accrual Accounting: Describe the methodology and policies in place for accrual accounting; include information on when amortization and accretion on bonds are calculated.
- d) Account Reconciliation: Describe the Offeror's reconciliation procedures, including how valuation differences are resolved, also demonstrate the processes for correcting accounting errors (prospectively or retroactively, are historical reports corrected and regenerated?).
- e) Valuations: Explain your source for pricing data and how valuation differences would be resolved between the County and the trust/custody, include method for pricing securities that are not available from a pricing service, such as CD's and the frequency of securities pricing.
- f) Pricing Vendors: Describe the process for selecting external pricing vendors and provide a list of all current pricing vendors your organization utilizes.

Technical Capabilities.

- a) Offeror's Software: Please describe your current software system and its capabilities and limitations including security measures in place to protect customer information as well as average downtime and explain temporary back up procedures.
 - i. Specify any County hardware and software requirements for access.
 - ii. Describe descriptive and image detail available online for all transactions.
- b) Diaster Plan: Describe your total trust/custody computer system disaster contingency back-up procedures including how often they are tested.
 - i. Please describe your contingency plans in the event of a natural disaster, fire, or act of terrorism.
 - ii. Do you have a physically separate back-up system? If yes, what is the location?
 - iii. How do you minimize system down time? Indicate how many hours has the system been down in the last 12 months.
- c) Online Capabilities: Thoroughly explain what services you provide to customers online (how current is the information, how many months of holdings and transactions are available, are previous day information on transactions and holdings available, are

investable cash balances available each morning, what reports are available online, etc.).

- i. Indicate whether the Offeror’s online service capabilities are direct link or web-based.
- ii. Submit samples of major screens and reports available. Provide a website (and sign-on information if required) for an online demonstration of the system, if available.
- iii. Describe the Offeror’s training plan for County employees.

Transition Plan.

- a) Transition Process: Please describe in detail the process you would follow to transition a relationship the size of Santa Fe County to your system and processes, including time frames for completion of each process and resources that you will commit.
- b) Asset Transfer: Indicate in detail, including personnel involved and timetable, the procedures you will follow to provide an orderly and timely transfer of assets from the County's present Custody Bank.
- c) Logistics Resources: Clearly outline the resources the Offeror will provide (technical and human resources) and what resources the County should plan to provide you for the transition.

IV. EVALUATION

A. EVALUATION SCORING

The County will evaluate the content and substance of the Offeror’s response to each evaluation factor and assign a numerical score not to exceed the maximum allowed score for that factor. The amount of discussion for each factor is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee.

Proposals will be scored based upon the Evaluation Committee’s review and consideration of the Offeror’s response to each Evaluation Factor.

Factor

1. Background and Organization	<u>200</u>
2. Capacity and Capability	<u>400</u>
3. Reporting and Performance Analysis and Compliance	<u>400</u>
4. Accounting Methods	<u>200</u>
5. Technical Capabilities	<u>300</u>
6. Controls and Disaster Recovery	<u>300</u>
7. Transition plan	<u>200</u>

TOTAL (Before preferences are applied) **2000**

PREFERENCES

If a proposal contains an In-State Resident Business Certificate or Resident Veterans Business Certificate and/or Santa Fe County Business Certificate, the applicable preference will be applied.

8. Proposal contains a valid N.M. Resident Business Certificate **5 points**

OR

9. Resident Veteran Business Certificate **7, 8 or 10 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph 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.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Bank Custodial Services

RFP # 2018-0254-TR/IC

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that it has received a complete copy, beginning with the title page and table of contents, and ending with Appendix C.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **May 4, 2018**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Iris Cordova
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
(505) 986-6337
(505) 989-3243
icordova@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 1978, §13-1-28, et seq., and NMSA 1978, §13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for bank custodial services** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to NMSA 1978, §13-1-181, or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, §13-1-182, of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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 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 or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

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

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) _____

APPENDIX C

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

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

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

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representation made by checking the boxes constitutes a material representation by the business. Any finding that the statements are incorrect may result in denial of an award or un-award of the procurement involved.

SIGNED AND SEALED THIS _____ DAY OF _____, 2018 .

NOTARY PUBLIC

My Commission Expires:

**APPENDIX D
SAMPLE AGREEMENT**

**SANTA FE COUNTY
PROFESSIONAL SERVICES AGREEMENT
WITH _____ FOR BANK CUSTODIAL SERVICES**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2018, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and _____ (hereinafter referred to as the "Contractor"), a New Mexico (name corporation/business type) _____, (hereinafter referred to as the "Contractor").

WHEREAS, Santa Fe County Treasurer's Office requires bank custodial services for Santa Fe County to include: include, asset safekeeping; accounting for all portfolio transactions; securities settlement; reporting monthly on all transactions; asset values and performance; providing short-term cash management; daily wire transfers; performance and risk analysis; and, miscellaneous system queries and reporting;

WHEREAS, pursuant to NMSA 1978, Section 13-1-112 and 13-1-117, competitive sealed proposals were solicited via a formal request for proposals, RFP No. 2015-0178-TR/IC, for the procurement of services for bank custodial services;

WHEREAS, the Contractor is licensed to do business in the State of New Mexico and as required by the RFP, can provide bank custodial services to the Santa Fe County Treasurer's Office;

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these bank custodial services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

A. The Contractor shall:

- 1) Provide safekeeping of securities including the receipt and holding of the securities in the portfolio.
- 2) Collect investment income and record in the Portfolio. Statements of investment income shall account for actual disbursements and the accrual of securities income for the portfolio in a method required by GASB, and the County and State Auditor's Office. Process securities purchases, sales calls and maturities. The actual execution of orders will be handled by the County Treasurer's Office or the portfolio managers employed by the County Treasurer's Office.

- 3) Provide the County Treasurer's Office with a minimum of two sets of detailed monthly statements containing transactions and position summaries for the Portfolio and holdings invested by investment manager(s). Detailed monthly statements must be provided in print and electronic format acceptable to the Treasurer's Office. In addition, statements shall be provided to external or internal auditors, any investment consultant, any performance measurer, and any outside investment managers, upon written request by the Treasurer. Statements must reflect the accrual of income and the book value of the investments in the method required by GASB and/or the State Auditor's Office. Contractor shall be required to use the full Accrual method in accounting for income and the Cash Basis (original purchase cost) method for amortization and accretion accounting of securities premiums and discounts.
- 4) Provide the County Treasurer's Office with monthly performance measurement reports detailing the total return of the Portfolio. This report shall summarize the following:
 - a) A listing of the portfolio in terms of investment securities, balances, maturities, return;
 - b) The book and market value of all holdings;
 - c) For each portfolio, returns on a monthly, quarterly, fiscal year-to-date and the three year basis versus approved benchmarks;
 - d) The total investment earnings by fund for the reporting period;
 - e) Report of holdings of variable rate and structured notes;
 - f) Transaction report (securities purchases and sales);
 - g) All transaction error; and
 - h) Compliance report.
- 5) Provide automated cash management by transferring any excess portfolio into a money market fund or an interest-bearing account on a daily basis.
- 6) Alert the County to any issuer actions, such as security calls, on the same day as issuer announcement preferable through electronic alerts set up directly with through the banks system.
- 7) Mark-to-market the purchased securities during the term of the repurchase agreement to ensure 102% collateral coverage and compliance with the County's investment policy. Collateral associated with repurchase agreements should be settled delivery-versus-payment (DVP) and be held in safekeeping in the name of the County.
- 8) Price the Portfolio on a monthly basis while amortizing premiums, accreting discounts and accounting for pay downs or declining balance securities as directed by the County

Treasurer's Office.

- 9) Provide trade date, accrual based accounting statements at Original Purchase Cost as part of its normal/regular institutional accounting package. These statements must be made available in print and electronic format (preferably PDF).
- 10) During the entire term of the contract, contractor shall:
 - a) Maintain capital (exclusive of debt), surplus and reserves of at least \$20 million. The Treasurer will reduce the capital base by any negative amounts in the equity capital.
 - b) Maintain a minimum of \$200 million in assets of the Contractor's financial institution.
 - c) Maintain a minimum of \$1 billion in assets under custody in the Contractor's trust and/or safekeeping departments.
 - d) Remain a member of, or have access to the Federal Reserve System with full wire transfer capabilities to send requests to the United States Government, receive portfolio, transfer portfolio to other banks as directed by the County Treasurer's Office, and process the receipt, transfer and payment of book entry securities and to verify and remit portfolio immediately.
 - e) Remain a member of, or have access to, the Depository Trust & Clearing Corporation to provide clearance, settlement and information services for equities, corporate and municipal bonds, government and mortgage-backed securities, and money market instruments. In conjunction with the receipt, transfer and payment of book entry securities, the Contractor must have the capability to verify and remit portfolio immediately.
 - f) Not operate under any consent decree or other type of restrictive contract with any state or federal regulatory agency without providing immediate notification to the County Treasurer's Office. The contract may be immediately terminable upon notification of any such restrictive covenant of a regulatory agency.
 - g) Maintain FDIC capital adequacy requirements.
 - h) Maintain Fidelity and Indemnity Insurance coverage for all branches, facilities and offices.

2. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

1. The services provided by the Contractor shall be compensated in accordance with the Fee Proposal, attached hereto as Exhibit A.

3. The total amount payable to the Contractor _____dollars (\$.00) for one (1) year. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
4. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The contractor will notify the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services.
5. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
6. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
7. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate two (2) years later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for two (2) additional one (1) year terms, not to exceed four (4) years including any extensions. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the initial Agreement or any extension thereof.

4. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for no other cost, amount, fee, or expense.
- B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

5. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for work performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been

made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. 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 advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect. Upon execution of this Agreement, the County agrees that Contractor will identify a designee or substitute contractor to provide bank custodial services in Contractor's absence.

10. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to 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 County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

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

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to

employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

- B. Contractor agrees to abide by Santa Fe County Ordinance 2014-1 Establishing a Living Wage within Santa Fe County. Contractor acknowledges and agrees that failure to comply with this Section of the agreement/contract shall constitute a material breach of the Agreement.
- C. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the state district court of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

The Contractor must agree to wholly indemnify the County for any and all loss, damages, costs, expenses (including, without limitation, legal fees and expenses) and liability (collectively hereinafter “Loss”) resulting from errors, omissions, fraud, embezzlement, theft, negligence, (collectively hereinafter “Actions or Omissions”) or neglect by the Contractor, its employees, officers, agents and directors in performing their duties under this Agreement. The Contractor must also acknowledge and agree that any loss shall, unless such loss can be demonstrated by the Contractor to have been due to a cause or causes beyond the reasonable control of the Contractor (such as acts of god, acts of the public enemy, insurrections, riots, fires, explosions, orders or acts of civil or military authority and other cataclysmic events, to the extent all reasonable and diligent precautions by the Contractor could not have been prevented the damage or loss resulting from such event) be conclusively presumed to be the result of Actions or Omissions on part of the Contractor. Limited exceptions to this indemnification requirement may be permitted in any agreement entered by the County with the Contractor as to information supplied by the County Treasurer’s Office pursuant to any safekeeping or other collateral agreement or such other limited exception as may be required in order to enable the provision of a particular service by the Contractor. Any such limited exception must be included in this Agreement and be acceptable to and specifically approved by the County.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. 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 County: Santa Fe County
 Office of the County Manager
 102 Grant Avenue
 Santa Fe, New Mexico 87501

To the Contractor:

24. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and licensed to operate as a business in New Mexico to do the work anticipated by this Agreement and shall maintain such registration and any applicable licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING," of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

27. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

28. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability

coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

E. Blanket Bond Coverage. The Contractor must agree that it shall maintain and furnish at its expense throughout the term of the Agreement a banker's blanket bond per occurrence coverage in the minimum amount of thirty million dollars (\$30,000,000.00) and additional coverage for electronic computer crime losses in the minimum amount of twenty-five million dollars (\$25,000,000.00) per occurrence. Each such coverage must contain terms and conditions acceptable to the County. The Contractor should provide detail on its banker's blanket bond per occurrence coverage and attached a copy of the applicable insurance binders.

29. PERMITS, FEES, AND LICENSES

Contractor shall procure all applicable permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful of its obligations hereunder.

30. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the last signature by the parties.

SANTA FE COUNTY:

Katherine Miller,
Santa Fe County Manager

Date

Approved as to form:

R. Bruce Frederick
Santa Fe County Attorney

Date

Finance Department:

Stephanie S. Clarke
Santa Fe County Finance Director

Date

CONTRACTOR:

Date

By: _____
(Print Name)

Its: _____
(Print Title)

APPENDIX E
Santa Fe County Investment Plan