

City of Lovington



REQUEST FOR PROPOSALS

FOR

FINANCIAL AND BANKING SERVICES

RFP #: 031816

Proposal Due Date & Time

**Friday, March 18, 2016
9:00 a.m. (MST)**

Registration of Intent to Submit Proposal must be emailed to:

ajuarez@lovington.org

Anna Juarez (575) 396-2884

SUBMIT PROPOSALS TO:

Mr. Gary Lee Chapman

Finance Director

City of Lovington

214 South Love

PO BOX 1269

Lovington, NM 88260

gchapman@lovington.org

**LEGAL NOTICE OF REQUEST FOR PROPOSALS
LOVINGTON, NEW MEXICO**

**FINANCIAL AND BANKING SERVICES
RFP# 031816
DUE DATE: March 18, 2016**

The City of Lovington, New Mexico will receive sealed proposals in the Finance Department, 214 South Love Street, Lovington, New Mexico, on March 18, 2016 at 9:00 a.m. for Financial and Banking Services.

The Request for Proposals, any future addenda, and all related information may be obtained from the City of Lovington's website at www.lovington.org under "Procurement" or by contacting the Finance Department, 214 South Love Street, Lovington, New Mexico 88260, (575) 396-2884, gchapman@lovington.org

James R. Williams, City Manager

Published in Lovington Leader: February 25, 2016
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TERMS AND CONDITIONS
CITY OF LOVINGTON, NEW MEXICO
FINANCIAL & BANKING SERVICES
PROPOSAL #031816
DUE DATE: MARCH 16, 2016 - 9:00 A.M.

INSTRUCTIONS TO BIDDERS

1. Failure to comply with all of the Terms and Conditions may subject the proposal to rejection. The Terms and Conditions and the Scope of Services will form part of the contract between the City and the successful offeror.
2. **Please submit one (1) original + five (5) copies + one (1) electronic copy (CD or flashdrive) of your proposal.** These copies are to be sealed in one package / envelope, addressed and delivered to: The Finance Department, 214 South Love, Lovington, New Mexico 88260 by 9:00 A.M. (local time) on the "Due Date". Please mark the outside of the envelope "PROPOSAL #031816". It is the offeror's responsibility to see that the proposal arrives on time. Late proposals, faxes, and emails will not be accepted.
3. All firms submitting proposals will be notified by letter of the Commissions award which will be conditioned upon entering into a formal written contract acceptable to the City. Any form of contract which an offeror would expect the City to execute if it were awarded the project must be attached. It may not conflict with any provision contained in the Request for Proposals package.
4. All proposals will be valid until the Agreement is awarded. Contents of any proposal will not be disclosed upon opening so as to be available to competing offerors during the negotiation process.
5. Proposals will be evaluated according to factors set forth on the attached sheet. Each factor will be given the weight indicated.
6. The City reserves the right to waive technical irregularities in the form of the proposal which do not alter the quality or quantity of the services, and the City may reject any or all proposals when it is the best interest of the City to do so.
7. The City of Lovington Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 will apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation. In addition, criminal laws prohibit bribes, gratuities and kickbacks.
8. The City will negotiate a contract with the highest qualified bank as selected by the Evaluation Committee and approved by the City Commissioners for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable.

9. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competitive bidding in connection with this proposal submitted to City of Lovington.
10. This agreement may be terminated by any party for cause upon 90-days written notice to the other participants in the contract. As used herein, the term "cause" will mean a material breach of the Agreement by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from this Agreement, which breach, acts, or conduct are not cured or remedied within the 90-day period following the giving of notice by the terminating party (which notice will detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 90 days following the giving of such notice).
11. Award of the proposal will not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
12. Upon award, the agreement between offeror and the City will be governed by the laws of the State of New Mexico and enforced in the 5th Judicial District Court of the State of New Mexico.
13. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be considered proprietary.
14. The offeror agrees not to assign this Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the City. The offeror is forbidden from using non-employees.
15. Evaluation and Negotiation: Proposals will be reviewed and ranked in private by the City's Evaluation Committee. After evaluation of the proposals, interviews may be requested in order to obtain the best and final offer. City of Lovington will enter into negotiations with the top-ranked institution. These negotiations will include all aspects of services and fees. Award will then be made to the most responsible offeror whose proposal is within the competitive range and determined to be the most advantageous to City of Lovington based on the specific evaluation criteria. It is possible that the Evaluation Committee will request an oral presentation of your proposal.
16. Confidentiality: Until a contract resulting from this Request for Proposal (RFP) is executed, no employee, agent or representative of any offeror will make available or discuss its proposals with any elected or appointed official, officers, member, employee, agent or representative of the City, unless for purposes of clarification, evaluation or negotiation. Proposals will not be opened publicly and will not be open to public inspection until after the award of the contract.
17. Right of Rejection by City of Lovington: Notwithstanding any other provisions of the RFP, City of Lovington reserves the right to award the contract for banking services to the most responsible, responsive offeror whose proposal is most advantageous to City of Lovington, taking into

consideration the evaluation factors set forth in the RFP. Further, City of Lovington reserves the right to reject any and all proposals in whole or in part when it is in the best interest of the City, and with no penalty to the City.

18. Award of Contract: The institution to whom the contract is awarded will be required to enter into a written contract with City of Lovington in a form approved by legal counsel for City of Lovington. This RFP, or any part thereof, may be incorporated into and made a part of the final contract. City of Lovington reserves the right to negotiate the terms and conditions of the contract with the selected firm.
19. Term of Contract: The contract will be awarded for a one-year (1) period with the option to renew on an annual basis for three (3) additional years for a total of four (4) years. The decision to renew the contract will be at the sole discretion of City of Lovington.
20. The City's policy on requests for copies of proposal information is as follows:
 - a) Terms and Specifications are available at no charge to vendors who will be responding directly to bids or proposals.
 - b) Submit a written request detailing what information you would like to receive.
 - c) There will be a charge of \$1.00 per page by check / money order made payable to City of Lovington at the following address:

City of Lovington, Finance Dept. 214 South
Love Street
Lovington, NM 88260

The fee must be paid before the information is released.
 - d) Charges will apply to any sub-contractors requesting our mailing list. The sub-contractor may then contact vendors directly regarding information on the specifications.
21. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

**Finance Director
City of Lovington
214 South Love
Lovington, NM 88260**

**SPECIFICATIONS FOR:
CITY OF LOVINGTON, NEW MEXICO
FINANCIAL & BANKING SERVICES
PROPOSAL #031816
DUE DATE: MARCH 18, 2016 - 9:00 A.M.**

GENERAL:

The City of Lovington, New Mexico is soliciting proposals to select a fiscal agent with whom the City can establish a working relationship to handle daily deposits, debit and credit transactions, funds transfers, balance reporting, and other general banking services. In addition, as part of this relationship, the City expects the fiscal agent to propose technical and functional solutions to the City's present and future cash management needs.

Proposals must include, but are not limited to, the requirements set forth in the "Instructions to Proposers". Any proposal deposited with the City may be withdrawn or modified prior to the time set for opening of proposal by delivering written or telegraphic notice to the Director of Finance.

The Director of Finance will open all proposals, and a committee will evaluate proposals received. The City reserves the right to reject any or all proposals or to waive irregularities at its option when in the best interest of the City of Lovington. The City council will make the final award of the contract.

SCOPE OF WORK:

The intent of the City of Lovington is to select one institution to provide general and specialized banking and financial service. The service areas include cash management services, general account services, depository and disbursement services, online services and reporting, reconciliation services, automatic clearinghouse transactions, wire services, account analysis, and investment and safekeeping services. At the present time, the City maintains the following types of accounts for the indicated purposes (see Appendix C for account information):

1. Operating Account
2. Payroll Account
3. Miscellaneous Accounts

Customer Service Representative

The Bank shall provide the name, address, and telephone number of the Customer Service Representative for the City. The Customer Service Representative shall be a centralized representative and serve as the City's single point-of-contact at the bank, and shall be capable of addressing all issues that may arise concerning the services described in the RFP. The Customer Service Representative, or designated substitute, shall be available between the hours of 8:00 to 5:00 p.m., Monday through Friday (with the exception of bank or City holidays).

Depository Services

Deposits will be made during the business day, generally between 9:00 a.m. and 3:00 p.m. at the nearest branch of the awarded bank. The City is to be given credit for all items that are cleared by the bank on the same day the deposit is made. Items deposited that clear at institutions located within the Federal Reserve Region will be considered collected funds within one (1) business day as a maximum. The bank will grant immediate credit to the City's account for incoming wire transfers on the day received regardless of the time of receipt during the day.

Funds received from federal, state, or county governmental entities shall be considered immediately available funds. Funds received through automatic clearinghouse operations shall be considered immediately available funds. Funds received through wire transfers shall be considered immediately available funds. The City wishes to receive written or e-mail notification of incoming wire transfers on the day the wire is credited to the City's account.

All other items shall be credited to the account of the City no later than the office of the Federal Reserve Bank's schedule of credit availability, as indicated from time to time by the "Current Operating Circular".

Bank must be capable of handling direct deposits for payroll.

The Bank shall provide blank two-part deposit tickets to the City Finance Office in such quantities as are required from time to time. On average, the City makes seven (2) deposits daily, not including ACH deposits.

In addition, the Bank shall provide secure bags for the purpose of making deposits secure. The City currently uses approximately 3 lockable bags.

The Bank shall manage the City's fiscal depository checking accounts and associated "zero- balance" accounts. The City currently maintains the account listed in Appendix C. The Bank shall provide other accounts as directed by the City Finance Department and which are necessary for the City to meet its financial and balance reporting requirements. The bank shall deliver a monthly bank statement on all accounts with all supporting documentation, as well as a monthly account analysis.

Deposit Corrections

The Bank shall credit the City's account with the amounts shown on deposit tickets. The Bank shall notify the City immediately by phone if there is a discrepancy in the cash or coin of a deposit, as the deposit must be returned to the City and not processed. The Bank shall notify the City, in writing, of any other type of discrepancy. The City will receive notification of the change which will include a copy of the original deposit slip and supporting documentation of the change.

NSF Services

The Bank shall submit all NSF checks once for payment. Once these items are determined to be uncollectible, the item will be immediately forwarded to the City. The City will receive notification by fax or email for any ACH transactions that are rejected.

Disbursement Services

The Bank shall make payment on all authorized checks drawn on the City's accounts up to the amount held in the account by the City at the Bank. The Bank will remit to the City a monthly statement for each account with the checks sorted numerically. The printed statement shall show the checks in serial number order. The Bank shall remit images of the all deposit slips in date order and the front of the canceled checks in serial number order. The Bank shall also remit to the City a CD or USB drive containing images of the canceled bank account checks (front & back), for all bank accounts. This CD or USB drive must be user friendly by locating the check by check number and printing the image. The Bank shall deliver the paper statements and the CD or USB drive to the City Bookkeeping Department no later than the 10th of the following month, whereupon they will become the property of the City.

Appendix C contains a listing of the various accounts and types of transactions for each account.

On-Line Banking Services

In addition to data access, the City Finance Office should have the capability, with proper security control and training, to initiate certain banking transactions through PC's or via modem. Such transactions may include the following for all banking accounts:

- 1) Capability to issue same-day stop payment orders;
- 2) Capability to query individual account balances;
- 3) Capability to query individual transactions by amount or check #(deposits, checks presented for payment, etc);
- 4) Capability to query wire transactions.
- 5) Capability to query banking history for at least 90 days

The on-line banking system shall include the capability to establish individual profiles based on a user ID and password. Individual access profiles shall be capable of being established by the City's System Administrator.

Automated Clearinghouse (ACH) Services

The institution will provide cost effective ACH services required for receiving and sending payment. Transactions include direct deposit for PERA retirement contributions, direct deposit for payroll disbursement, or collections for utility billing accounts, and any other anticipated transactions.

Point of Sale Debit/Credit Card Services

The City currently accepts credit cards (VISA, MasterCard and American Express) for Water Utility Billing payments. The City wishes to maintain this service. The City may expand these services at a future date to include other services as deemed necessary. The Bank shall address the use of this service and provide a cost break-down to include discount fees and administrative costs associated with these types of transactions.

Other Services

The City reserves the right to amend this Scope of Work in the future by expanding services such as the Point of Sale Debit/Credit Card Services and/or adding additional services such as Electronic commerce Services, EFT for vendor payments, Purchasing Card services, online payment services, and any other services identified at any time. Such amendment will be by mutual agreement between the City and the Bank and may include a cost adjustment. Any amendment(s) necessary due to the addition of new services(s) shall only require agreement in writing by the City of applicable costs associated with the new services(s).

Provide detailed information regarding "Positive Pay", "Cash Management System", "Remote Capture", "On-Line Banking Bill Pay" and "Purchase Cards".

Other Recommendations

The City reserves the right to consider other recommendations suggested by the offeror, which would provide the best service for the City. Please provide any suggestions, recommendations, or other ideas you may provide that would best serve the City's interests. This could include cost-saving measures, better structure / management of accounts, better yield / earnings procedures, etc.

COLLATERALIZATION REQUIREMENTS:

In accordance with state statutory requirements, all deposits by the City of Lovington not insured by the FDIC (or similar agency) must be collateralized at the rate of 50% of the uninsured portion with allowable securities. The maintenance of an adequate level of collateralized securities to protect the City's interest as outlined above is a requirement of this agreement throughout the term of the agreement. All collateral safekeeping receipts shall be delivered directly to the City of Lovington's Chief Financial Officer.

DIRECTIONS FOR SUBMISSION:

The offeror shall submit ONE (1) ORIGINAL, FIVE (5) COPIES, and ONE (1) ELECTRONIC COPY (CD OR FLASH DRIVE) of their proposal in a sealed envelope plainly marked RFP-031816, FINANCIAL AND BANKING SERVICES. The proposal shall contain any supplemental information, which will assist the City in selecting an offeror.

Questions regarding this Request for Proposal should be directed to Gary Lee Chapman, Finance Director, at (575) 396-2884. Offerors shall furnish the name, address and telephone number of individual(s) with authority to discuss all details concerning the proposal. All copies of the proposal must bear original signatures by an authorized representative of the individual or firm submitting proposal. The offeror shall submit their proposals to:

Finance Director
City of Lovington
214 South Love Street
Lovington, NM 88260

EVALUATION PROCEDURES AND CRITERIA:

The City will receive proposals from respondents having specific experience, resources and qualifications in the proposed scope of work.

Proposals for consideration for this project must contain evidence of the respondents' experience and abilities in the specified area and other disciplines directly related to the proposed services, and should include the following information:

A. Introduction Cover Letter, including name of contact person in the firm authorized to act on behalf of the organization, as well as the nature of organization (individual partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner.

B. Qualifications of Financial Institution - specifics regarding experience in providing related financial services to other entities of a similar nature. The ability to offer services and products consistent with the City's cash management strategies is also essential. A copy of the latest Community Investment Act (CRA) exam or other information showing performance factor results and overall rating as determined by the system enacted by the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) should be enclosed. Included should be information regarding deposit insurance.

C. Capability to Provide Services - should include information on willingness to collateralize the uninsured portion of the City's deposits, as well as demonstrated familiarity with practices and technology of the commercial banking industry. Compliance with depository regulations and requirements as set forth in applicable local, state and federal laws should also be indicated.

D. Cost for Services Proposal - Using the tables listed in Appendix A, the Offeror should submit a detailed, monthly cost proposal for the period March 15, 2016 through February 15, 2017. All costs to be incurred and billed to the City of Lovington must be listed in detail and be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received. The Offeror should understand that the City will not pay any amount not included, and that the proposed price quoted must include any costs (including applicable taxes and insurance) the Offeror wishes to have included in the transaction described herein.

E. Basis Upon Which Interest is Paid - The Offeror should state the basis upon which interest on collected balances is to be paid to the City. This could be either a flat (fixed) rate or an adjustable rate tied to some index or factor. If an adjustable rate is used, please indicate the index or factor used in computing the rate.

Term - This agreement is for a period of one year, subject to up to three (3) one-year renewals upon mutual agreement.

Other information required by the City to be submitted in response to this RFP is included in the "Instructions to Proposers" section of this solicitation.

The selection committee will review and evaluate all replies and detailed proposals. Evaluation of the responses will be based on the following criteria:

Criteria	Maximum Points
Understanding of the Engagement	10
Qualifications of Firm	10
Capabilities of Firm to Render Services	20
Cost of Services	25
Basis Upon Which Interest is Paid	25
Resident or Veterans Preference	10
TOTAL MAXIMUM POINTS	100

RESERVE RIGHTS:

All proposals shall be subject to and conditioned upon the reserved right of the Lovington City Commission to reject and refuse any and all proposals and to re-advertise, together with the reserved privilege of waiving any irregularities or informalities in the proposal, and to either awarded one or reject all proposals, as the Lovington City Commission may determine.

AWARD:

The award shall be made to the responsible offeror whose proposal is most advantageous to the City of Lovington, taking into consideration the evaluation factors set forth in this request for proposal. The award of this contract may be based on factors other than price.

APPENDIX A COST OF SERVICES

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

APPENDIX A COST OF SERVICE – continued

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

APPENDIX A COST OF SERVICE – continued

Service Charge Detail	Monthly Volume	Unit Price	Monthly Fee	Comments
Partial Recon Paid Check File Transmission				
Electronic Positive Pay Maintenance Per Account				
Electronic Positive Pay Maintenance Per Item				
CD-ROM Maintenance				
CD-ROM Per Image				
CD-ROM Disk				
Information Reporting				
Previous Day Service maintenance				
Current Day Service Maintenance				
Per Account Fees				
Current Day Detail, per item				
Previous Day Detail, per item				
Paid Item Inquiry				
Image Inquiry, per item				
Direct Stop Pay Inquiry, per Item				
Direct Account Transfer				
Online Statements				
Controlled Disbursement				
Account Maintenance				
Per Debit				
Per Credit				
EDI				
EDI On-Line Maintenance (Receiving)				
EDI On-Line Per Transaction (Receiving)				
EDI Fax Maintenance (Receiving)				
EDI Fax, Per Page (Receiving)				
Automated Services				
Auto Overnight Investment Services				
Set-up Fees				
ACH Services				
Information Reporting Services				

APPENDIX A COST OF SERVICE – continued

Service Charge Detail	Monthly Volume	Unit Price	Monthly Fee	Comments
ARP Services				
EDI Services				
Other				
Uncollected Funds				
NSF / Overdraft Fees				
Telephone Stop Payments				
Plastic Deposit Bags				
Check Printing Supplies				
Excess Collateral Fees				
Domestic Collections				
International Collections				
Letter of Credit Processing				
Courier Charges				
Overnight Delivery Charges				
Banking Center Deposits				

APPENDIX B

BASIS UPON WHICH INTEREST IS PAID

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

Flat (Fixed) Interest Rate of _____ %

OR

Adjustable (Variable) Interest Rate bases on calculation of

APPENDIX C

ACCOUNT NAME	CATEGORIES	6 – MONTH AVERAGE
OPERATING FUNDS	Average Balance	\$8,000,000
	Debits/Checks	240
	Credits/Deposits	56
PAYROLL FUNDS	Average Balance	\$6,200
	Debits/Checks	80
	Credits/Deposits	2
	Total Bi-Weekly Employees	145
OTHER FUNDS	Average Balance	\$1,300,000
	Debits/Checks	3
	Credits/Deposits	7
TOTAL FOR ALL FUNDS	Average Balance	\$9,306,200
	Debits/Checks	331
	Credits/Deposits	65

NON COLLUSION AFFIDAVIT

STATE OF _____)

County OF _____)

_____ (name) being first duly sworn, deposes and says
that _____ he/she _____ is _____ (title)
_____ of
(organization) _____

who submits herewith to the City of Lovington, a proposal:

That all statements of fact in such proposal are true:

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

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

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

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

By: _____

Title _____

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

Notary Public: _____ My
Commission Expires:

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

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

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

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

Signature of Authorized Representative

Date

Typed Name & Title of Authorized Representative

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the City Commission, elected city officials, administration officials, department heads, and key management supervisors with the City of Lovington?

Yes _____ No _____

2. Are you, or any officer of your company related to any member of the City Commission, elected city officials, administration officials, department heads, and key management supervisors with the City of Lovington and have you had any of the following transactions since January 1, 2008, to which the City of Lovington was, is to be, a party?

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

3. Does any member of the City Commission, elected city officials, administration officials, department heads, and key management supervisors with the City of Lovington have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the City of Lovington?

Yes _____ No _____

4. At any time from January 2008 through the present did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the City Commission, elected city officials, administration officials, department heads, and key management supervisors with the City of Lovington?

Yes _____ No _____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee of officer of the City of Lovington?

Yes _____ No _____

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

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

Printed Name and Title: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

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

Signature

Date

Title (position)

BID FORM
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

Veteran Resident Businesses:

- 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 bid or proposal. 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 bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Resident Businesses:

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

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

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded 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.

Resident Business/Veteran Business Certificate Number: _____

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business or New Mexico Veterans' Resident Business Certificate number must be provided in order to receive preference.