

REQUEST FOR PROPOSALS (RFP)

SANDOVAL COUNTY

BANKING AND DEPOSITORY SERVICES



RFP# FY18-SCTO-01

Release Date: March 11, 2018

Due Date: March 26, 2018 at 3:00 p.m.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Sandoval County Board of County Commissioners is requesting sealed bids on behalf of Sandoval County from prospective Offerors to provide Banking and Depository Services (NIGP Commodity Code # 94625, 94629, 94649 and 96135. Responses will be accepted in the Finance Department, Attn: Ms. Trish Greene, Procurement Officer, Sandoval County Administrative Bldg., 1500 Idalia Road, Bldg. D 2nd floor, P.O. Box 40, Bernalillo, New Mexico up to 3:00 p.m. (Mountain Standard Time) on March 26, 2018. Sandoval County reserves the right to reject any and all responses.

B. SCOPE OF PROCUREMENT

Sandoval County expects all the items in the Scope of Work to be supported Including: courier and lock box services; activities provided by the County's on-line property tax payment account; and acceptance and processing of ACH and other payment transfers from outside resources for the primary bank. This RFP is for the primary relationship with the County. The County may maintain or obtain banking contracts with other banking providers due to locality or specialized services subject to applicable local, state and procurement laws.

C. TERM OF CONTRACT

This Request for Proposal is to contract on a yearly basis with the option to renew the contract annually for a maximum of four (4) years upon satisfactory completion of the Scope of Services. The contract may be terminated in writing by either party 90 days prior to the expiration of the initial contract or the current renewal term.

D. PROCUREMENT MANAGER

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

Name: Trish Greene, Senior Procurement Specialist
Address: Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Telephone: (505) 404-5873
Fax: (505) 867-7605
Email: tgreene@sandovalcountynm.gov

2. All deliveries of responses via express carrier must be addressed as follows

Name: Trish Greene, Senior Procurement Specialist
 Reference RFP Name: Banking and Depository Services
 RFP# FY18-SCTO-01
 Address: Sandoval County
 1500 Idalia Road Bldg. D
 PO Box 40
 Bernalillo, NM 87004

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may **ONLY** contact the Procurement Manager regarding this procurement. Other County employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Sandoval County	03-11-18
2. Pre-Proposal Conference	Sandoval County	NONE
3. Return of Acknowledgement of Receipt Form	Potential Offerors	3-14-18
4. Deadline to submit Questions	Potential Offerors	3-15-18
5. Response to Written Questions	Procurement Manager	3-19-18
6. Submission of Proposal	Potential Offerors	3-26-18
7. Proposal Evaluation	Evaluation Committee	TBD
8. Selection of Finalists	Evaluation Committee	TBD
9. Contract Awards	Sandoval County	TBD
10. Protest Deadline		+15 days

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of Sandoval County.

2. Acknowledgement of Receipt

Potential Offerors may e-mail, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have the offeror placed on the procurement distribution list. The form should be signed by an authorized representative of the offeror, dated and returned to the Procurement Manager by 5:00 pm MST or MDT on March 14, 2018.

The procurement distribution list will be used for the distribution of written responses to questions.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until March 15, 2018 at 5:00 pm Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms.

5. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON March 26, 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 I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Banking and Depository Services and RFP# FY18-SCTO-01. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offerors that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. 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. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of Sandoval County. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

8. Contract Awards

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Sandoval County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Sandoval County Commission approval.

9. Protest Deadline

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

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this RFP.

4. Amended Proposals

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

5. Offeror's Rights to Withdraw Proposal

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

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

6. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

7. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. 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.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. 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.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

8. No Obligation

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

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of Sandoval County.

10. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be 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.

11. Legal Review

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

12. Governing Law

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

13. Basis for Proposal

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

14. Offeror Qualifications

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

15. 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 same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

16. Notice of Penalties

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

17. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors 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 and/or County contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

18. Ownership of Proposals

All documents submitted in response to the RFP shall become property of Sandoval County.

19. Confidentiality

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

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

20. Use of Electronic Versions of this RFP

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

21. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

22. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Sub-contractor will not be authorized for this procurement.
6. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement and
 - b. **Explicitly** indicate acceptance of Section VII of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in para 2 above.

23. Disclosure Regarding Responsibility

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

judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

24. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

OR

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification is issued by NM Taxation and Revenue, the Offeror must sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver in separate binders:

1. **Technical Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL)

- 2. Cost Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL): MUST BE IN A SEPARATE SEALED ENVELOPE FROM THE TECHNICAL PROPOSAL.

The original, hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals:

1. TECHNICAL PROPOSAL – Binder 1 - Proposal Content and Organization

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

- A. Signed Letter of Transmittal (Appendix C)
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
 1. Response to Specifications
 2. Organizational Experience
 3. Organizational References
 4. Mandatory Specification
 5. Conflict of Interest Affidavit (Appendix E)
 6. Signed Campaign Contribution Form (Appendix B)
 7. New Mexico Preferences (if applicable)
- F. Other Supporting Material (if applicable)

2. COST PROPOSAL – Binder 2

A cost analysis is part of the evaluation. Please submit the Cost Response Form and the Cost Fee Schedule in a separate sealed envelope. These two items will be utilized for the Cost Analysis. Points will be allocated based on the formula stated in the RFP.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

V. DETAILED SCOPE OF WORK

A. Services shall include, but are not limited to, the following:

1. Provide banking and depository services whereby money deposited by Sandoval County is automatically "swept" into an interest-bearing account on a daily basis. All interest rates shall meet or exceed rates set forth in NMSA 6-10-36 (E), attached hereto as Attachment C. The County retains the option of leaving funds in the bank whenever bank rates exceed market or fund rates. **Describe how interest rates on demand deposits are determined.**
2. Sandoval County Investment Policy requires collateralization of no less than what is required in accordance with state statutes 6-10-10 through 6-10-18 NMSA on all deposits in excess of the Federal Depository Insurance Corporation (FDIC) insurance or the National Credit Union Administration (NCUA) coverage and reserves the right to set the level of collateral. Sandoval County currently requires a minimum of 75% with the option of up to 103%. This percentage may change in accordance with the provisions to the Investment Policy (see section J). Collateralization must consist of only those investments approved by Sandoval County's Investment Policy. (Attached hereto as Attachment D). The Offeror may submit a Letter of Credit from Federal Home Loan Bank as collateral.
3. Collateral shall be held in third-party safekeeping by an institution acceptable to the County. The safekeeping institution shall issue a safekeeping receipt or other evidence to the County listing the specific instrument, rate, amount, maturity date, instrument number (CUSIP), term and other pertinent information requested by the Treasurer.
4. Collateral statements shall be provided at least once per month, at months end, or as frequently as required to document sweep activity. Monthly statements shall include a valuation of securities pledged to secure County deposits. In compliance with 6-10-16 NMSA 1978, all securities shall be accepted as security at market value. Month end statements will also confirm instrument, rate, amount, maturity, instrument number, term, and other pertinent information.

5. Offeror shall support activities provided by the County's on-line property tax payment at: <http://www.sandovalcountynm.gov> and acceptance and also processing of ACH and other payment transfers from outside resources.
6. Provide lockbox services during the first half of the County's property tax collection period. Depending on calendar dates, this period lasts from approximately November 1st – December 25th of each year with the option of second half from April 1st – May 15th. Offeror will be expected to provide automated payment processing, with check digit verification, and payment imaging capabilities. Furthermore, the Offeror is expected to provide these services "in-house", and is strongly discouraged from contracting this activity to a third party.
7. Provide to the County Manager, Treasurer and Finance Department on-line, real time internet banking capabilities to include the following:
 - a. User maintenance & administration, including password reset.
 - b. Account summaries and transaction reporting and analysis.
 - c. Domestic wire, book transfer, and stop payment capabilities.
 - d. ACH initiation and receiving, including bi-weekly payroll initiation of employee "direct deposits."
 - e. Federal Tax Payments.
 - f. Positive pay monitoring and reconciliation.
 - g. Fraud alerts for ACH.
 - h. The Offeror is also expected to provide on-line or FTP transmitted month-end bank statements, including mid-month statements for Accounts Payable and Payroll accounts. In addition, the County will be provided on-line check image retrieval at no cost. Image retrieval capabilities must include front and back imaging for all checks.
 - i. Electronic ACH and wire payments for both the Treasurer's Office and the Finance Department.
 - j. Options and fee scale for "Stop Payments" of checks.
8. The Offeror, regardless of the payment basis used by the County, will provide a complete account analysis. The analysis will be prepared at month's end, and submitted to the County Treasurer, Finance Director and County Manager by the 10th working day of the following month. All County accounts maintained with the Offeror are usable in calculating compensation for analysis purposes (i.e. combined analysis).
9. Safe deposit services for off-site storage of County's microfilm tax roll archives at nearest available branch or facility.
10. Receive and count all cash delivered to the bank, and provide coins and currency as necessary.
11. Provide stationary items to conduct County business including, but not limited to, tamper proof bags, bank lock bags, deposits slips, check stock, endorsement stamps, etc.
12. Offeror shall be available to meet, communicate and or provide assistance to the Sandoval County Board of Commission, Board of Finance, Treasurer, Finance Director and County Manager or their designee when necessary.

13. Cooperate with all verification and reporting requirements for the County's annual audits.
14. This RFP also requires the maintenance of the Tax Payment account which receives all property tax payments for Sandoval County. The current tax maintenance report (Attachment D) of the ten-years charged for the Treasurer to collect is +\$1.2 billion.

C. DEPOSIT SERVICES

1. The Offeror will receive and immediately credit the County's account with incoming ACH and wire transfers. The Offeror will also provide facsimile/email notification of all wires and ACH amounts received.
2. Offeror will provide daily, armed courier services to carry the County's deposits to the appropriate branch or processing center. The County expects one deposit pickup per day except weekends and County holidays with the option to expand services of pick up at other County locations.
3. The Offeror will accept all items delivered for deposit to the County's account on the day received. All items shall be credited to the account on a collected status no later than the Federal Reserve schedule of credit availability as indicated by the most current operating circular.
4. The Offeror shall credit the County's account with the amounts shown on deposit tickets and make separate adjusting entries if the deposited items vary. The Offeror shall disclose to the Treasurer and Finance Director, in writing, of any overage or shortage, to include identification of adjustment within 48 hours.
5. The Offeror shall automatically forward all NSF checks as directed by the Sandoval County Treasurer. All other return items not subject to redeposit shall be posted to the appropriate account and returned to the Treasurer. These transactions shall be clearly designated on the appropriate statements.
6. The Offeror shall provide night drop deposit or comparable after- hour services for County deposits.

D. FEES

1. The County reserves the right to utilize a fee or compensating balance basis (or a combination thereof) for payment of services under the contract. The County also reserves the right to change the payment methodology during the contract period upon no less than ten (10) days written notice (via email or fax) to the Offeror with the change commencing on the first of the next following month.
2. Offeror shall provide a fee schedule that would apply to any banking service applicable, and provide maximum annual compensation.

3. Sandoval County will not be charged for any un-received checks or returned checks (NSF's).
4. Offeror shall list the expenses that are covered in the fee structure and meet with the Treasurer regarding any concerns with fees or analysis.
5. Offeror shall provide a copy of **all** agreements to the County Manger (even if not directly referenced in the RFP), which will be required to be executed under the contract. Any changes required on the agreements will be made and agreed upon before the award of the contract by the County Manager and Treasurer.
6. The County expects that review of accounts via online banking should be provided at no additional cost. Access must be provided to account information and month end statements digitally to the County Manager, Treasurer and Finance Director.

VI. TECHNICAL SPECIFICATIONS

1. Organizational Experience

- a) Offeror shall provide a description of all relevant experience as required in the scope of work with state, county or municipal government and/or the private sector. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a company who is capable of meeting all the requirements mentioned in this RFP.

2. Organizational References

Offerors must provide a minimum of three (3) references from similar projects performed for private, state or local government clients within the last three years.

The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the County reserves the right to consider any and all information available to it in the public domain.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Similar background experience performed);
- e) Client project manager name, telephone number, fax number and e-mail address.

3. Mandatory Specification

- a) Provide detailed confirmation of the ability to provide full lock box and courier services. Availability to provide these services is non-negotiable for our primary County bank.
- b) Provide a detailed narrative of your qualifications and your proposed approach to quality assurance, quality improvement, continuing education and the rationale approach underlying that approach.
- c) Name the leadership of your organization and cite accomplishments of individuals who will provide direct oversight of services for this contract. Provide resume of each of those individuals with the years of experience and training. Please designate the single point(s) of contact that will work directly with the County.
- d) Provide examples of receipts, statements, analysis, spreadsheets and other relevant reporting documents that will be used for all services with Sandoval County.
- e) Provide a time table of how long it will take to implement each service and also provide us with how work tickets are resolved and the time frame in which they are resolved.
- f) Describe your knowledge and experience in writing how and when you maintain and update your system. Describe the process and procedures for updating and maintaining systems that directly affect customer access and availability.
- g) Provide a brief history and description of the Company, including a copy of the most recent annual report, the size of the business, number of employees, annualized dollars of payroll and number of years in existence. Include experience and time in Sandoval County, branches or other facilities within the County, employees in the County, etc.

4. Cost

A cost analysis is part of the evaluation. Please submit the Cost Response Form and the Cost Fee Schedule in a separate sealed envelope. These two items will be utilized for the Cost Analysis. Points will be allocated based on the formula stated in the RFP.

APPENDICES

1. Acknowledge of Receipt Form

Potential offerors **should** hand deliver or return by facsimile, registered or certified mail or email the “Acknowledgement of Receipt Form” (see APPENDIX A) that accompanies this document to have their organization placed on the procurement distribution list. The form **should** be signed by an authorized representative of the organization and delivered to the Procurement Manager no later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution of important information regarding this procurement.

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX D) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

5. Conflict of Interest Affidavit

Offerors must include signed and completed Conflict of Interest Form (APPENDIX E) with RFP documents. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Code Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

6. Cost Response Form

A cost analysis is part of the evaluation. Please submit the Cost Response Form and the Cost Fee Schedule (APPENDIX F) in a separate sealed envelope. These two items will be utilized for the Cost Analysis. Points will be allocated based on the formula stated in the RFP.

7. Reference Questionnaire

Sandoval County, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is **REQUIRED** to send the following Reference Form (APPENDIX G) to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Sandoval County Procurement Officer by the RFP submission deadline for

inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of prior experience.

VII. EVALUATION

A. EVALUATION POINT SUMMARY

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

Factors – correspond to section VI	Points Available
Experience and Qualifications of the offeror to perform	30 points
Organizational References	10 points
Mandatory Specifications- Reporting and Transaction Settlement Capabilities with multiple software.	30 points
Location and Availability	20 points
Cost Analysis	10 points
Lowest Responsive cost ----- X Available Award Points This Offeror's cost	
TOTAL POSSIBLE POINTS	100 POINTS
Proof of Financial Stability	Pass/Fail
Proof of Insurance	Pass/Fail
Letter Of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Conflict of Interest Affidavit	Pass/Fail
New Mexico Preference - Resident Vendor Points	
New Mexico Preference - Resident Veterans Points	

Table 1: Evaluation Point Summary

EVALUATION FACTORS

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

- a. **Organizational Experience**
- b. **Organizational References**
- c. **Mandatory Specifications**
- d. **Location and Availability**

- e. **Cost**
- f. **Letter of Transmittal**
Pass/Fail only. No points assigned.
- g. **Signed Campaign Contribution Disclosure Form**
Pass/Fail only. No points assigned.
- h. **Conflict of Interest Affidavit**
Pass/Fail only. No points assigned.

1. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

2. Interview

If an interview is held, the Purchasing Office will distribute questions and instructions to the finalists prior to the scheduled interview. A maximum of 100 points are possible in scoring each interview for this RFP. The Evaluation Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror's.

EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources of to perform the evaluation.
4. Responsive proposals will be evaluated on the factors set forth in the RFP, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the County taking into consideration the evaluation factors will be recommended for award. 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

APPENDIX A

REQUEST FOR PROPOSAL

**BANKING AND DEPOSITORY SERVICES
RFP# FY18-SCTO-01**

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **March 14, 2018** by 5:00 pm (Mountain Standard Time). 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 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 Proposal.

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D, PO Box 40
Bernalillo, NM 87004
Fax: 505-867-7605
E-mail: tgreene@sandovalcountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“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)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C

LETTER OF TRANSMITTAL FORM

APPENDIX C
Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of any resultant contract OR

____ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement

____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

____ I acknowledge receipt of any and all amendments to this RFP.

_____, 2018
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D
RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (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 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 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 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 NMSA 1978, § 13-1-21 or 13-1-22, when 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 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 termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX E
CONFLICT OF INTEREST AFFIDAVIT

APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

I am a former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$_____.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by _____ (name of former employee) this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Terms of the Conflict of Interest Affidavit are inapplicable.

APPENDIX F
COST RESPONSE FORM
Attachment A, B, C & D

ATTACHMENT A			
Monthly Compensation Schedule	Scenario Units	Unit Cost	Total Cost
1. Account Maintenance Fee(s) - monthly	10 accounts		
2. Transaction Items			
a. Check/Debit Fee	1,100 items		
b. Deposit/Credit Fee	600 items		
c. Other Credits Processed			
On-us Deposited Items	550 items		
Local/Other Deposited Items	29,000 items		
Non-Local (Foreign Item) Fee	5 items		
d. Returned Deposit Item/Chargeback Items (Reprocessing)	40 items		
e. Cash Processing - Currency per \$100	3,500		
f. Coin/Rolled Coin	10 rolls		
g. Stop Payment	5 items		
3. ACH Items			
a. ACH Maintenance and/or Access Fee	4 accounts		
b. ACH Origination per item	1025 items		
c. ACH Credit Fee	300 items		
d. ACH Debit Fee	75 items		
e. ACH EDI Addenda Service Fee	1 account		
f. ACH Fraud Filter/Block (per account)	4 accounts		
g. ACH returns	5 items		
4. Domestic Wire Transactions			
a. Wire Maintenance and/or Access Fees	5 accounts		
b. Wires Originated Fee	5 wires		
c. Wires Received Fee	5 wires		
d. International Wires Received	1 wire		
5. Internet Banking Account Maintenance			
a. Account Maintenance and/or Access Fees	16 accounts		
6. Other Services			
a. Armed Courier Services	20 days		
b. Cashier's Checks	1 cashier's check		
e. Repo/Investment Sweep	2 accounts		
f. Target Balance Account Fees	2 accounts		
g. Positive Pay Access and Maintenance Fees	4 accounts		
h. Stop Payment Service Fees	5 items		
i. Bi-weekly Statements	2 accounts		
j. Statement CD - monthly	1 CD		
k. Safe Deposit Boxes (5 - 10" x 10" boxes)	5 boxes		
7. Lockbox Processing			
a. Matched item processing	43,000 items		
b. Image CD (check matched with payment coupon)	20 CD's		
8. Supplies			
a. Check Orders	1 Box = 2,000 checks		
b. Deposit Slips/Books (bound)	1 Box = 20 Bound Books		
c. Tamper Proof Deposit Bags	1 Box = 500 Bags		
d. Endorsement Stamps	1 Box = 10 Stamps		
e. Currency Straps/Rolled Coin Wraps/etc.	As needed		
Total Analysis:			

Attachment B
Sandoval County
Month End Account Balances
for the Period January 2017 - January 2018

Month	General Fund	Tax Payment Account	Debt Service	General Obligation Debt Service	Incentive Bond Debt Service	Landfill Closure Account	Inmate Custodial Account	Property Tax Collections *
Jan-17	25,450,834.35	3,393,585.49	1,285,496.53	1,821,632.16	8,526,955.26	937,047.42	86,003.83	1,756,521.38
Feb-17	24,563,685.14	2,811,212.43	1,434,237.16	1,868,185.55	8,528,394.31	937,205.56	77,072.00	1,231,813.49
Mar-17	21,115,494.46	3,914,924.44	1,223,670.61	1,900,384.07	8,529,987.81	937,380.67	97,631.90	2,292,149.10
Apr-17	19,760,952.28	13,120,599.61	639,599.71	1,960,106.97	8,531,530.19	937,550.17	81,299.93	6,764,934.74
May-17	18,304,662.05	42,022,812.59	221,664.20	2,146,569.53	297,573.36	937,725.35	122,178.40	39,441,343.07
Jun-17	24,771,997.79	5,743,692.46	1,046,506.70	3,211,833.86	297,627.17	937,894.91	121,679.38	1,467,429.84
Jul-17	23,779,121.99	2,587,923.10	1,223,872.09	462,818.79	297,682.78	938,070.15	122,814.74	779,396.97
Aug-17	22,539,670.41	2,210,400.41	1,418,961.91	480,395.97	297,738.40	938,245.42	109,805.11	367,220.20
Sep-17	19,755,977.94	2,206,765.10	1,593,179.63	488,136.68	297,792.24	938,415.07	110,002.40	294,046.44
Oct-17	20,709,924.33	2,614,727.90	1,771,061.44	494,445.14	297,847.88	938,590.41	141,229.99	1,090,426.32
Nov-17	18,157,566.58	45,506,369.34	1,671,009.06	523,727.05	9,709.91	938,760.12	152,968.14	43,114,227.34
Dec-17	26,219,428.49	23,923,690.34	1,231,964.54	1,425,029.07	9,110,480.21	938,935.52	162,623.49	21,616,367.05
Jan-18	29,463,754.11	3,666,015.87	1,419,836.25	1,897,410.32	9,112,182.47	939,110.96	153,380.76	1,741,652.63

* Property Tax Collections are included in the Tax Payment Account Balances and do not represent a separate account. These collections are provided to demonstrate the cyclical nature of these revenues in relation to balances shown for the Tax Payment Account. All property tax collections are disbursed by the 20th day of the month following collection.

ATTACHMENT C
SANDOVAL COUNTY INVESTMENT POLICY



COUNTY

RESOLUTION NO. 8-18-16.6

A Resolution Adopting the Amended Sandoval County Investment Policy

WHEREAS, NMSA 1978, §6-10-10 authorizes the County Treasurer to make investments of certain county funds provided said investments are made with the advice and consent of the County's Board of Finance; and

WHEREAS, in Sandoval County, the Sandoval County Board of County Commissioners sits as the County's Board of Finance; and

WHEREAS, it would be cumbersome and a poor business practice to require the County Treasurer to bring all investments to the Board on a case by case basis prior to making each investment; and

WHEREAS, state law does not prohibit and New Mexico courts have recognized that the County Board of Finance may delegate its "advice and consent" authority to the County Treasurer through the adoption of a "County Investment Policy", provided that the Treasurer invests in only those types of investments authorized by the Policy; and

WHEREAS, the Sandoval County Board of County Commissioners sitting as the Board of Finance up-dated and amended its County Investment Policy on December 10, 2015; and

WHEREAS, there is a need to clarify and further explain the roles and responsibilities of the Investment Committee in the County Investment Policy, Section "V"; and

WHEREAS, these proposed amendments to the County Investment Policy are limited to Section "V", and are incorporated in the amended County Investment Policy attached hereto as Exhibit 1.

NOW THEREFORE BE IT RESOLVED that the Board of Finance hereby approves and adopts the amended County Investment Policy attached hereto as Exhibit 1.

2016 19036 08:19 / 2016 08:21:38 A"
REPRODUCTION Pg. 1 of 12
Sandoval County Clerk B 41q p 19 36
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APPROVED and ADOPTED this 6th day of August 2016.


**BOARD OF COUNTY COMMISSIONERS
OF SANDOVAL COUNTY**

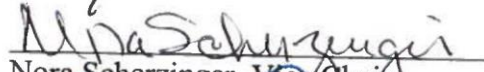
ATTEST:


Eileen Garbaghi, Clerk


APPROVED AS TO-F

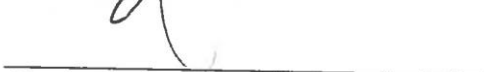

Natalia Sanchez Downey,
County Attorney


Darryl F. Madalena, Chair


Nora Scherzinger, Vice Chair


James Dominguez, Member


Don Chapman, Member


Glenn Walters, Member

**SANDOVAL COUNTY
INVESTMENT AND DEPOSIT POLICY**

INTRODUCTION: This Investment and Deposit Policy ("Policy"), dated August 18, 2016, applies to all financial assets of Sandoval County ("County") including, but not limited to, the assets of the County's:

General Funds
Special Revenue Funds
Capital Projects Funds

Enterprise Funds
Debt Service Funds,

Debt Service Reserve Funds and
Agency Funds

This Policy establishes a mechanism for the prudent investment and deposit of County funds, and the maximization of efficiencies for the County's cash management system.

I. RECITALS:

A. SCOPE OF POLICY: The goal of this Policy is to protect public funds and to manage County funds in a manner that insures the safety of the investments and deposits, that provides for adequate liquidity and proper maturities and that maximizes investment and deposit income after providing for safety and liquidity. It also serves to establish a clear understanding between the County and any bank, savings bank, credit union, financial advisor, portfolio manager and /or professional fund manager utilized by the County as to the guidelines, limitations and directions that the County has determined appropriate for accounts under its purview.

It is the policy of Sandoval County to be fully invested (100% of available cash, less float and compensating balances) at all times. The County will use projected monthly cash receipts and outlays as a tool for maximizing available cash for investment and deposit purposes.

B. OBJECTIVES: The primary objectives, in priority order, of the County's investment and deposit activities shall be:

SAFETY: Safety of principal is the foremost objective of the investment and deposit program. Investments and deposits of the County shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities and deposits do not exceed the income generated from the remainder of the portfolio.

LIQUIDITY: The County's investment and deposit portfolios will remain sufficiently liquid to enable the County to meet all operating requirements which might be reasonably anticipated. Future use of funds shall be a criterion in determining maturities for any investment or deposit.

RETURN ON INVESTMENTS AND DEPOSITS: The County's various investment and deposit portfolios shall be designed with the objective of attaining at least a market rate of return throughout budgetary and economic cycles, taking into account the County's risk constraints and the cash flow characteristics of the portfolios.

II. INVESTMENT POLICY

A. DELEGATION OF AUTHORITY: The Board of County Commissioners acting in its capacity as a County Board of Finance pursuant to § 6-10-8, NMSA 1978, has the authority to set policy for management of all County investments and deposits and insure that such Policy is carried out.

The County Treasurer has authority over the investment and deposit of public funds as outlined in this Policy and is hereby designated as the County's Investment Officer. The Investment Officer shall be responsible for all investment and deposit transactions and need not present investments or deposits to the Board of Finance prior to making said investments and deposits, provided that the investments and deposits are in accordance with this Policy. A further requirement of this delegation of authority is that the Investment Officer implement and maintains the system of controls outlined in the Policy in order to regulate investment and deposit activities.

B. PRUDENT PERSON RULE: The prudence which is to be used by the Investment Officer investing and depositing County funds shall be used in accordance with the provisions of Section 6-8-10, NMSA 1978 which states., "Investments shall be made with judgement and care; under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived."

C. ETHICS AND CONFLICT OF INTEREST: Board of Finance members, the County Manager, the County Treasurer and any and all investment officials shall refrain from personal business activity that could conflict with the proper execution of the County's investment and deposit program or which could affect or impair their ability to make impartial decisions on behalf of the County §6-10-40 and 6-10-53 NMSA 1978 and the New Mexico Constitution Article VIII, Section 4.

D. CASH MANAGEMENT: The Board of Commissioners and the Treasurer's Office shall jointly prepare and maintain an ongoing cash management program. This program will involve the preparation of a regular report that includes projections for cash receipts (revenues), cash disbursements (expenditures) and interest earned or estimated to be earned on overnight investments. The Board of Commissioners shall notify the County Treasurer on a regular basis of County expenditures and of any large expenditures anticipated so that cash liquidity can be planned according to the cash management report and County expenditures. The County Treasurer shall take into consideration these projected cash needs of the County when setting investment and deposit maturity dates. It shall be the duty of the Investment Officer to provide for adequate security for funds received, receipt and disbursement reports and accounting of all cash and cash management activities.

E. BANKS SELECTION: Public money may be deposited with banks, savings banks and credit unions having their main or manned branch offices within the geographical boundaries of Sandoval County, which have qualified as public depositories by reason of insurance of the account by an agency of the United States such as the Federal Deposit Insurance Corporation ("FDIC") or National Credit Union Share Insurance Fund ("NCUSIF") or by depositing collateral security as set forth in Section J. herein, letters of credit from the Federal Home Loan Bank or by giving bonds as provided by law. (See §6-10-36C, NMSA 1978)

F. INVESTMENTS AND DEPOSITS: All sinking funds or money remaining unexpended from the proceeds of any issue of bonds or negotiable securities which by law are entrusted to the care and custody of the Treasurer, and all money not immediately necessary for public use, may be deposited in interest bearing deposits with banks, credit unions and savings banks within the geographical boundaries of Sandoval County or as set forth in this Section F 1-6. All funds available for deposit with local banks, credit unions and savings banks must be equitably distributed according to the net worth of each institution in accordance with NMSA 1978 §6-10-36. If any bank, credit union or savings bank within the geographical boundaries of the County declines to accept any part of their pro-rata share of County funds, a written notice of such shall be obtained by the Investment Officer. The Investment Officer may allow any financial institution declining current funds to receive distribution of future funds at his/her discretion.

The funds that are declined shall be considered excess and they and any other funds of the County may be invested or deposited in those securities and deposits authorized by the laws of the State of New Mexico, including the following approved instruments:

1. Certificates of Deposits with federal or state chartered banks, credit unions or savings banks, to be collateralized as set forth in Section J herein whose daily closing price ("mark-to-market") is equal to or greater than that portion of the Certificate of Deposit and interest thereon, that an agency of the United States such as the FDIC or NCUSIF does not insure.
2. Bonds or negotiable securities of the State of New Mexico or any New Mexico County, Municipality or School District.
3. Short term investments with the Local Government Investment Pool as per §6-10-1.1, NMSA 1978. Also see §6-10-10 and 6-10-44, NMSA 1978.
4. Securities that are issued by the United States government or by its agencies or by instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, federal national mortgage association, the federal farm credit bank or the student loan marketing association or are backed by the full faith and credit of the United States government. Derivative investments are not "direct obligations" and hence, are not approved for any accounts.
5. Shares of a diversified investment company registered pursuant to the federal Investment Company Act of 1940 that invests in fixed-income securities or debt instruments that are listed in a nationally recognized, broad-market, fixed-income-

securities market index; provided that the investment company or manager has total assets under management of at least one billion dollars (\$1,000,000,000) and provided that the board of finance of the county or municipality may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments; and

6. Individual, common or collective trust funds of banks or trust companies that invest in fixed-income securities or debt instruments that are listed in a nationally recognized, broad-market, fixed-income-securities market index; provided that the investment company or manager has total assets under management of at least one billion dollars (\$1,000,000,000).

Provided that the Board of Finance of the County may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments.

All investments and deposits set forth in 1-6 above must have readily ascertainable market value and be easily marketable.

In the event that State law is changed to allow other securities or deposits as appropriate for investment by the County, this Policy shall be deemed amended to include those securities and deposits as appropriate with the approval of the Board of Finance.

G. INVESTMENT SELECTION CRITERIA AND ASSET ALLOCATION:

1. Cash and cash equivalents may include Treasury bills, certificates of deposit due within 12 months, and money market funds. The purpose of these funds is to provide income, liquidity and preservation of the County's funds principal value.

2. The maximum maturity of any bill, note or bond or other fixed maturity securities purchased for an account cannot be greater than eight (8) years.

3. The maximum maturity of a certificate of deposit for an account cannot be greater than five (5) years.

4. The weighted duration of any mortgage securities should never exceed five (5) years unless there is prior review by the County Treasurer. Duration is defined as the weighted average time to full recovery of principal and interest payments. Duration provides a summary statistic of the average maturity of the security.

5. The maturity schedule of any portfolio must take into account and reflect future cash needs and the goal of maximizing investment and deposit income, after providing for safety and liquidity.

6. The average weighted maturity of any of the County portfolios shall be less than five years.

7. The County Treasurer will diversify use of investment and deposit instruments to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities.

H. INTEREST RATE ON TIME DEPOSITS: The interest rate to be paid on time deposits shall not be less than the rate fixed by the State Board of Finance under § 6-10-36.e, NMSA, 1978.

I. SCHEDULING OF INVESTMENT MATURITIES: Investment and deposit maturities for cash balances shall be scheduled to coincide with projected cash flow needs, taking into account expenditures (payroll, debt-retirement payments, Capital Improvements Program disbursements) as well as considering anticipated revenue (property taxes, payment in lieu of taxes, etc.) utilizing the Cash Management program developed by the Investment Officer.

The County will create a program that will match investment and deposit funds with maturities. Such maturities may be either by fund or in aggregate, depending on market conditions, professional advice, other proposed financings or other matters that could have a positive or negative impact on rates of return.

J. COLLATERALIZATION: The following guidelines shall be utilized to ascertain the level of collateral required from each local bank, credit union or savings bank. These ratios are in agreement with those set by the State Board of Finance for the State of New Mexico. Sandoval County reserves the right to set the level of collateral required based on criteria other than the ratios below. Written justification for the variance shall be kept on file in the County Treasurer's office. Should the institution's ratios result in a different collateral requirement for any of the ratios, the higher collateral level will be required.

Determination of the collateral level must be determined if the Treasurer chooses to reduce the collateral requirement to under 103%, determination of the collateral level must be determined every six months, in April and October as determination dates using data as of March and September. Each financial institution shall submit a current Statement of Financial Condition and a completed Risk Assessment Ratio Form to the Treasurer of Sandoval County.

Ratios	75%	103%
Primary Capital Assets	5.0%-6.0%	Less than 5.0%
Net Operating Income Total Average Assets	.51%- .61%	Less than .51%
Non-Performing Loans Primary Capital	35.0% - 49.9%	Above49.9%

Approved collateral shall be any investment set forth in Section F. Investments: 2 and 4 herein, or letters of credit from the Federal Home Loan Bank or by giving bonds as provided by law. (See §6-10-36C, NMSA 1978).

Should the financial institution use a payment or performance bond, if provided by law, then the amount of collateralization shall be equal to the amount of the principal and accrued interest not otherwise covered by federal insurance. The maturity of deposits so collateralized shall be for the lesser of the term or time for cancellation of such payment or performance bond.

K. COLLATERAL SECURITY AGREEMENT: All banks, credit unions and savings banks in which County funds in excess of federal insurance are deposited will be required to enter into a Collateral Security Agreement which shall be mutually agreed upon by the Treasurer and the financial institution. (NMSA 1978, §6-10-18a)

L. BOND ISSUES: When the County issues debt, including loans and bonds, the Treasurer's office shall be incorporated into the negotiations as early as possible. As the Treasurer may be required to sign certain debt documents, open segregated financial accounts for bond proceeds and possibly a debt service reserve fund, it will be incumbent on all parties representing the County to ensure that any debt proceeds are not commingled and the Treasurer has ample time to review documents and prepare for the receipt of funds.

M. SAFEKEEPING OF SECURITIES: All investment securities other than local financial institution Certificates of Deposit purchased by the County shall be held in third-party safekeeping by an institution acceptable to the County. The safekeeping institution shall issue a safekeeping receipt or other evidence (i.e. book entry notice) to the County listing the specific instrument, rate, amount, maturity date, instrument number, term and other pertinent information. Any financial institution holding securities for the benefit of the County shall be required to provide insurance sufficient to cover 100% of said securities in the event that the financial institution fails financially and is unable to meet obligations to securities clients. Insurance such as Securities Investor Protection Corporation (SIPC) and private insurance shall be acceptable. The Investment Officer shall prepare the Safekeeping Report monthly.

N. INTERNAL CONTROLS: The County Treasurer, as the Investment Officer, shall document and maintain a system of internal controls for the making of investments and deposits of County funds. The internal controls and compliance thereof shall be reviewed by independent auditors on an annual basis. The County Treasurer shall review the systems of controls periodically to insure such controls are effective and that the County is complying with such controls. The Treasurer shall provide quarterly to the Board of Finance a copy of the internal controls policy, and any amendments thereto.

O. INTERNAL REPORTS: The Safekeeping Report, Pro-Rata Distribution Reports and Investment Report shall be compiled by the County's Investment Officer monthly and published along with the Treasurer's Monthly Financial Statement. The Investment Officer shall have daily access to reports from safekeeping institutions showing daily mark-to-market valuations of investments other than local banks, credit unions and savings bank certificates of deposit.

P. COMMUNICATIONS AND REPORTS TO INVESTMENT OFFICER: Any portfolio manager, and/or professional fund manager actively doing business with the County must submit to the Investment Officer on, but not less than monthly, and fiscal annual basis, investment reports showing total amount invested, cost basis and market value of each security, amount invested in each type of security, maturity schedule of the portfolio, yield and cash flow analysis of the portfolio, and the time weighted return for each reporting period. The Investment Officer reserves the right to request such reports monthly. Any transaction that occurred during the reporting period should be shown as well as any realized gains or losses. All exhibits and written material that will be used for presentation to the Treasurer , Board of Finance or Commission shall be submitted to and received by the Treasurer at least five (5) business days prior to any meetings with the Board of Finance, unless otherwise approved in writing or unless waived in writing by the Investment Officer.

Presentations may include the portfolio manager's views on developments within the national/local economies, the securities markets and the potential effects of these developments on investment strategy, portfolio maturities, potential amendments to this Policy and other fiscal matters. The portfolio manager must also provide the Treasurer with monthly investment reports in a format specified by the Treasurer and shall be submitted within ten (10) days following the end of the previous month. Reports shall include all investment accounts and items such as: showing total amount invested; cost basis and market value of each security; amount invested in each type of security; par/maturity value and schedule of the portfolio; trade and acquisition dates; security descriptions; yield and cash flow analysis of the portfolio; the time weighted return for each reporting period, the weighted average maturity (WAM) or duration where applicable, and other items as determined by the Treasurer.

Portfolio Manager must also provide the Treasurer with the end of fiscal year monthly report in a format specified by the Treasurer and shall be submitted within five (5) days following the end of the previous month. Portfolio Manager must also submit the performance evaluation of the fund manager(s) used in the portfolio he/she manages to the Treasurer on an annual basis.

Third party custodians required pursuant to Section M of this Policy shall submit their safekeeping report to the Investment Officer monthly.

Q. COMMUNICATIONS AND REPORTS TO THE BOARD OF FINANCE: The Investment Officer will submit to the Board of Finance through the County Manager, monthly and end of fiscal year, investment reports showing total amount invested, cost basis and market value of each security, amount invested in each type of security, maturity schedule of the portfolio, yield and cash flow analysis of the portfolio the time weighted return for each reporting period and the third party custodian reports. Any transactions that occurred during the reporting period should be shown. All exhibits and written material that will be used for presentation by the Treasurer, portfolio manager or fund manager to the Board of Finance shall be submitted to and received by the County Manager in accordance to the opening meetings act resolution approved by the Board of County Commission in January of each year for any public meetings with the Board of Finance.

R. PROFESSIONAL FUND MANAGER: The County Treasurer, with advice and consent of the Board of Finance may retain a professional fund manager(s), under a contract approved by the Board of Finance, if said manager:

(a.) is licensed to perform such services in the State of New Mexico and as a Registered Investment Advisor ("RIA") under the Investment Advisor's Act of 1940, as amended,

(b.) has had at least seven years experience in managing investments approved herein for other governments and fiduciary institutions and has at least \$1,000,000,000 under management for investment disciplines similar to this Policy;

(c.) has liability and fiduciary insurance coverage,

(d.) agrees to the communications requirements herein;

(e.) agrees to advise the County in writing of any significant changes in the investment philosophy, management style, ownership, organizational structure, financial condition or senior personnel staffing of the fund manager or manager assigned to the County within 30 days of each change;

(f.) is compensated only on a fee (agent only) basis and does not receive commissions, mark-ups or other compensation on securities purchased for the County;

(g.) agrees to meet personally with the Board of Finance at least quarterly; and

(h.) agrees to be bound by the dictates of this Policy.

Such meetings shall address the professional fund manager's views on developments within the national economies, the securities markets and the potential affects of these developments on investment strategy, portfolio maturities and other fiscal matters.

The manager's rate of return shall be measured against their peers and benchmarks established by the Investment Committee which shall mirror the limitations of this Policy and their performance shall be evaluated based on the lessor of a 3-5 year time period or a complete market cycle. A copy of this Policy shall be given to the professional fund manager.

S. PORTFOLIO MANAGER: The County Treasurer, with advice and consent of the Board of Finance, may retain a portfolio manager(s), under a contract approved by the Board of Finance, if said manager:

a) Is licensed to perform such services in the State of New Mexico and whose contract establishes a fiduciary relationship between the County and the Portfolio Manager;

b) Has had at least seven (7) years' experience in managing investments approved herein for other governments and fiduciary institutions for investment disciplines similar to this Policy;

c) Has liability and fiduciary insurance coverage;

d) Does not have a proprietary interest in any fund manager utilized by the County;

e) Is compensated only on a fee (agent only) basis negotiated between the portfolio manager and the Treasurer and does not receive commissions, mark-ups or other compensation on securities purchased or sold for the County;

f) Agrees to meet personally with the Board of Finance at the request of the Treasurer. Such meetings address the allocation of investments within the portfolio(s), earnings performance, costs and fees, management strategy, and specific recommendations for

ongoing management of the portfolio(s).

- g) Agrees to the communications requirements herein;
- h) Agrees to be bound by the dictates of this Policy.

The manager's rate of return shall be measured against their peers and benchmarks established by the Investment Committee which shall mirror the limitations of this Policy and their performance shall be evaluated based on the lesser of a 3-5 year time period or a complete market cycle. A copy of this Policy shall be given to the professional fund manager.

T. FINANCIAL ADVISOR: The County may retain a financial advisor under a contract Approved by the Commission, if said advisor:

- a. Is licensed to perform such services in the State of New Mexico, is an RIA or Investment Advisor Representative of an RIA
- b. Has had at least seven years experience in managing and/or advising investments approved herein for other governments and fiduciary institutions,
- c. Has liability and fiduciary insurance coverage;
- d. Agrees to the communications requirements herein;
- e. Agrees to advise the County in writing of any significant changes in the investment philosophy, management style, ownership, organizational structure financial condition or senior personnel staffing of the firm or manager assigned to the County within 30 days of each change;
- f. Does not have a proprietary interest in any professional fund manager utilized by the County;
- g. Is compensated only on a fee only basis;
- h. Will attend Sandoval County Investment Committee meetings;
- i. Agrees to meet personally with the Board of Finance at least quarterly;
- J. Agrees to be bound by the dictates of this Policy;

At such Board of Finance meetings the Financial Advisor shall address the financial advisor's views on developments within the national/local economies, the securities markets and the potential affects of these developments on investment strategy, portfolio maturities, analysis of investments and investment returns of County portfolios, ensure compliance with the Policy; report any variances to this Policy, recommend potential amendments to this Policy and other fiscal matters. A copy of this Policy shall be given to the financial advisor by the County.

U. INVESTMENT BROKERS: All transactions are to be governed by negotiation on a "best realized price" (best net price) basis. Mark-ups on each trade, if any and commissions charged shall be provided to the County on trade confirmations submitted by the brokerage firm. As electronic trading is the recognized source of obtaining the best realized price, all brokerage transactions shall be conducted on a nationally accredited electronic trading platform and be subject to the best realized price condition.

V. INVESTMENT COMMITTEE: There is hereby established a Sandoval County Investment Committee ("Investment Committee") comprised of the County Treasurer, County Manager, County Finance Director, a member of the County Commission who shall be named by

the County Commission, and a resident of the County who is experienced in investment and deposit issues and shall be appointed by the Board of Finance.

The Investment Committee shall make recommendations regarding this Policy and related matters to the Board of Finance, and at least once annually, it shall review and recommend changes to the Policy. The Investment Committee shall make recommendations regarding written investment procedures. The Investment Committee shall deliberate issues regarding the County's investments including, but not limited to, economic outlook, portfolio diversification, maturity structure, potential risks, and target rate of return on the investment portfolios. The Investment Committee shall monitor investment transactions to ensure that proper controls are in place to guarantee the integrity and security of the Treasurer's investment portfolios. The Investment Committee shall make recommendations for depositories and custodians, if applicable.

The Investment Committee shall meet quarterly and its meeting dates shall be established as approved by the Board of Finance. The County Treasurer, any Portfolio Manager, and any County Financial Advisor shall be required to attend Investment Committee meetings. In-person attendance is preferred, but remote attendance is acceptable. The meetings of the Investment Committee shall be held in a public room and be open to the public. Required notices shall be posted by the County Manager's office.

W. AMENDMENTS: This Policy may be revised by the Board of Finance as it deems appropriate.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this day and year first above written.



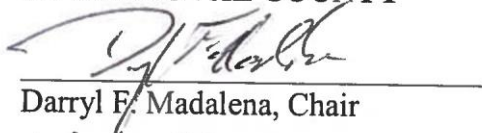
ATTEST
Aileen Garbagni, Clerk

APPROVED AS TO FORM:



Natalia Sanchez Downer

**BOARD OF COUNTY COMMISSIONERS
OF SANDOVAL COUNTY**



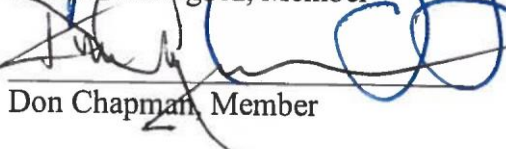
Darryl F. Madalena, Chair



Nora Scherzinger, Vice Chair



James Dominguez, Member



Don Chapman, Member

Glenn Walters, Member

Attachment D

Tax Schedule Maintenance Report

**FINANCIAL REPORT OF THE COUNTY TREASURER
TAX SCHEDULE MAINTENANCE REPORT
AS OF JANUARY 31, 2018**

105th FY
SANDOVAL COUNTY

TAX YEAR	TOTAL TAXES CHARGED TO TREASURER	TOTAL NET ADJUSTMENTS TO DATE	NET TAXES CHARGED TO TREASURER	TAXES COLLECTED THIS MONTH	TAXES COLLECTED TO DATE	TAXES UNCOLLECTED TO DATE	PERCENTAGE COLLECTED
2008	\$88,851,913.70	(\$858,822.44) *	87,993,091.26	\$2,537.47	\$87,798,729.08	\$194,362.18	99.78%
2009	\$113,377,538.50	(\$2,698,996.52) **	110,678,541.98	\$1,629.20	\$110,222,247.20	\$456,294.78	99.59%
2010	\$115,121,965.22	(\$1,379,072.05) **	113,742,893.17	\$2,498.38	\$113,398,829.77	\$344,063.40	99.70%
2011	\$111,937,985.80	\$60,180.00	111,998,165.80	\$3,725.24	\$111,646,221.20	\$351,944.60	99.69%
2012	\$114,443,115.48	(\$84,027.74)	114,359,087.74	\$3,698.94	\$113,933,738.61	\$425,349.13	99.63%
2013	\$115,726,180.71	(\$99,584.96)	115,626,595.75	\$6,098.70	\$115,123,785.76	\$502,809.99	99.57%
2014	\$115,146,019.09	\$773,596.46	115,919,615.55	\$6,969.64	\$115,284,909.86	\$634,705.69	99.45%
2015	\$118,878,983.27	\$150,624.68	119,029,607.95	\$30,703.29	\$117,755,957.68	\$1,273,650.27	98.93%
2016	\$124,297,473.78	\$177,216.56	124,474,690.34	\$91,472.90	\$122,066,278.18	\$2,408,412.16	98.07%
Sub Total	\$1,017,781,175.55	-\$3,958,886.01	\$1,013,822,289.54	\$149,333.76	\$1,007,230,697.34	\$6,591,592.20	99.35%
2017	\$114,824,481.20	(\$118,675.22)	114,705,805.98	\$1,560,704.62	\$66,649,846.63	\$48,055,959.35	58.11%
TOTALS	1,132,605,656.75	(\$5,848,719.13)	1,128,528,095.52	1,710,038.38	1,073,880,543.97	54,647,551.55	95.16%

APPENDIX G

REFERENCE QUESTIONNAIRE

Sandoval County, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Sandoval County Procurement Officer by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of prior experience.

**RFP# FY18-SCTO-01
REFERENCE QUESTIONNAIRE
FOR:**

(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to Sandoval County via facsimile or e-mail at:

Name: Trish Greene, Senior Procurement Specialist
Sandoval County Finance Department
Address: 1500 Idalia Road, Building D
Bernalillo, NM 87004

Telephone: 505-404-5873
Fax: 505-867-7605
Email: tgreene@sandovalcountynm.gov

Please return no later than **March 21, 2017** and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Sandoval County Procurement Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

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

COMMENTS:

2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS: