

County of Curry



Request for Proposals No. 2015/16 – 02

CURRY COUNTY FINANCIAL AND MUNICIPAL ADVISORY SERVICES

**Issue Date:
September 17, 2015**

**Proposal Due:
Tuesday, October 13, 2015
Time: 3:00 p.m.**

**Curry County Administration Office
Curry County Court House
700 N. Main Street, Suite 10
Clovis, NM 88101
Attn: Finance Department/Procurement Office
575-763-6016**

**Proposals must be submitted in a sealed envelope
that is clearly marked
“RFP No. 2015/16- 02 - Do Not Open”**

I.	NOTICE OF REQUEST FOR PROPOSALS	3
II.	INTRODUCTION	3
A.	GENERAL INFORMATION	3
B.	WORK OBJECTIVE	3
C.	SCOPE OF WORK	3
D.	TERM	7
E.	PROCUREMENT CORRESPONDENCE	7
III.	SPECIFICATIONS	7
A.	TECHNICAL SPECIFICATIONS	8
B.	BUSINESS SPECIFICATIONS	9
IV.	CONDITIONS GOVERNING THE PROCUREMENT	9
A.	SEQUENCE OF EVENTS	9
B.	EXPLANATION OF EVENTS	10
C.	GENERAL REQUIREMENTS	12
V.	RESPONSE FORMAT AND ORGANIZATION	18
A.	NUMBER OF RESPONSES	18
B.	NUMBER OF COPIES	18
C.	PROPOSAL FORMAT	19
VI.	EVALUATION	20
VII.	APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM	21
VIII.	APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM	22
IX.	APPENDIX C: COST RESPONSE FORM (SAMPLE)	25
X.	APPENDIX D: NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM	26
XI.	APPENDIX E: LETTER OF TRANSMITTAL FORM	27
XII.	APPENDIX F: RESIDENT VETERANS CERTIFICATION	28
XIII.	APPENDIX G: CONFLICT OF INTEREST AFFIDAVIT	29

NOTICE OF REQUEST FOR PROPOSALS

Curry County requests proposals for Financial and Municipal Advisory Services. Sealed proposals must be clearly marked: **“Financial and Municipal Advisory Services: RFP #2015/16-02”**, must include one (1) original and five (5) identical copies (6 total) and one (1) electronic version of the proposal, and will be accepted by Carol Pipes, Procurement Officer in the Curry County Finance Office, 700 N. Main, Ste. 10, Clovis, NM, until **3:00 PM (MST) on Tuesday, October 13, 2015.**

Copies of the Request for Proposals may be obtained by contacting Carol Pipes at (575) 763-6016 Ext. 130 or cpipes@currycounty.org. Document may also be downloaded at www.currycounty.org.

Curry County reserves the right to reject any and all proposals, waive any and all informalities or irregularities and the right to disregard all non-conforming or conditional proposals and to contract in a manner deemed in the best interests of the County.

Advertised: September 22 and October 4, 2015

INTRODUCTION

A. GENERAL INFORMATION

Curry County invites written proposals from those individuals and/or firms desiring to work collaboratively with the Board of County Commissioners and the County Manager to provide Financial and Municipal Advisory Services for the County.

B. WORK OBJECTIVE

The Curry County Board of County Commission is seeking proposals to retain the services of an experienced financial advisor qualified to do business in the State of New Mexico. The Financial Advisor will be responsible for advising the County and providing certain services as described herein including, but not limited to, the County's investments, debt financing and revenue sources.

C. SCOPE OF WORK

The Financial Advisor shall work with the County Manager, Finance Director, County Treasurer, County Attorney, Board of Finance, other County staff and the County's Bond Counsel in advising the Board of County Commissioners on County finance matters as described herein when authorized by the County Manager or the Board of County Commission.

1. Investments and Deposits

The Financial Advisor shall provide advice to the Board of Finance with respect to the County's investment and deposit options, strategies and the administration of the

investment of bond proceeds, and all idle and active funds. In particular, the Financial Advisor shall:

- a. Within forty-five (45) days of entering into a contract, the Financial Advisor will conduct and complete an independent review and analysis of County investments, investment strategies employed and suggested changes to the investment strategy (if any) to include any recommended changes to the County's investment policy. Upon completion of such review and analysis, a report will be developed that will provide guidance and advise to the County Board of Finance.
- b. On a monthly basis perform an independent review of statements received from the Treasurer's office on investment activities, earnings and the value of the investment portfolio and recommend investment opportunities in accordance to the County Investment Policy. Submit a monthly report to the County Manager and County Treasurer on results.
- c. On a quarterly basis submit a report to the Board of Finance on current county investment and deposit portfolio, performance and provide advice on developing an investment approach that is consistent with county's approved investment policy.
- d. Provide the Board of Finance with recommendations for amendments and updates to the County Investment Policy.
- e. Serve as general resource to the County Staff for information, advice and training regarding securities and investments and Bond Post-Issuance.
- f. Provide continuing disclosure education and training for County staff on an annual basis as required.

2. Governmental Debt Issues

The Financial Advisor shall provide the services listed below in connection with all bonds, loans, lease agreements or any other type of obligation in which the proceeds of such obligation will be used to pay the cost of governmental projects and any obligation issued to refund such obligations.

In addition to the services provided with regard to investments and deposits, the financial advisor shall, upon receipt of written request from the Curry County Manager, provide the following additional services to County:

- a. Provide advice regarding the planning and development of debt issues, including providing an analysis of the most cost effective financing method to accomplish the County's goals, taking into consideration its borrowing capacity, future financing needs, policy considerations, revenue sources and projections, credit rating impact, credit enhancements, arbitrage consequences, draw schedules,

outstanding obligations, future bonding needs, administrative demands on the County's staff and available alternative methods.

- b. Advise County of current conditions in the relevant debt market, upcoming bond issues, and other general information and economic data which might reasonably be expected to influence interest rates, bidding conditions or timing of issuance.
- c. Provide advice and assistance in connection with the marketing and sale of all Governmental Debt Issues including providing an analysis of market conditions that might normally be expected to influence interest in purchasing or the interest rate on the Governmental Debt Issue; providing recommendations with respect to the use of a competitive versus negotiated sale process; reviewing the County's distribution list for prospective purchasers of Governmental Debt Issues for competitive sales and providing recommendations with respect to other potential purchasers.
- d. Assist in preparing and reviewing any feasibility studies or redevelopment plans prepared in connection with debt Issues in consultation with County's staff.
- e. Organize and coordinate the financing team selected by the County. Select the paying agents, escrow agents and verification agents, as the particular transaction may require.
- f. Provide ongoing advice on the appropriateness of refunding and/or restructuring any and all outstanding County Debt Issues and outstanding general obligation bonds, including preparing all necessary numbers, analysis and escrow structures, preparing or reviewing, if prepared by another party, any required securities orders for escrows, preparing timetables for required activities to complete the refunding/restructuring, assisting the County with the acquisition of any required escrowed securities at the least cost, and assist the County's staff and Bond Counsel with all documents prepared in connection with the refunding/restructuring.
- g. Recommend a plan for the issuance of the obligations that will include: (1) the type of bonds (current interest, capital appreciation, deferred income, etc.); (2) the date of issue; (3) principal amount; (4) interest structure (fixed or variable); (5) interest payment dates; (6) a schedule of maturities; (7) early redemption options; (8) security provisions; and (9) other matters that we consider appropriate to best serve the Issuer's interest.
- h. Work with counsel on any transactions, including bond counsel whom is retained by County. Working with counsel is coordinating with the attorneys and assisting in the municipal advisory aspects of preparing appropriate legal proceedings and documents, including documents concerning any required election.

- i. Make recommendations as to obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the issuer seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.
- j. Assist in the preparation of the Preliminary Official Statement (POS), as well as the Official Statement (OS) and other sale materials, such as a private placement memorandum; providing, on an ongoing basis, advice to the County regarding the use of internet sale and disclosure possibilities; coordinating, when deemed advisable by the County, the use of credit enhancements and preparing all information necessary to provide to bond insurers or other providers of credit enhancements; providing assistance in receiving and opening bids at public sales and evaluating bids or responses for public and negotiated sales; participating in the pricing process for negotiated sales and advising the County as to the appropriateness of accepting or requiring re-pricing of issues; preparing a calendar of activities for each issue; preparing a debt service schedule for each issue and, if applicable, a schedule of combined debt service on outstanding issues; preparing the closing memorandum including detailed wire instructions and instructions as to the disposition of issue proceeds; preparing a memorandum to the Board of County Commission prior to its acceptance of a bid analyzing the bid per the market and comparable financings and verifying the accuracy of the bids; and, if requested by the County, preparing any credit rating applications or presentations as required by the Issuer.
- k. Coordinate the preparation of the Official Notice of Sale, the Uniform Bid Form (containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale) and other such documents which County may request or deem appropriate; submit all such documents for examination, approval, and certification by appropriate officials, employees, and agents of the County, including bond attorneys; coordinate delivery of documents to a list of prospective bidders; coordinate the receipt of bids; advise as to the best bid, including acceptance or rejection of the bid; if a bid is accepted, coordinate the delivery of and payment for the Obligations; assist in verification of final closing figures;
- l. Prepare, when requested, requests for proposals for underwriters, trustees, escrow securities providers, printers or other services necessary in connection with the issuance of Governmental Debt Issues and assist the County's staff and Bond Counsel in analyzing responses to such requests.
- m. After closing, deliver to the County and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.

3. Other Financial Programs

The Financial Advisor shall provide ongoing advice to the County, working with the County Manager to develop and maintain a coordinated approach to the overall requirements of the County's financing programs including the services listed below.

- a. Provide information and advice as to any proposed or pending federal or New Mexico legislation that may affect the County's financial programs upon request.
- b. Provide other services customarily provided by financial advisors in New Mexico upon request (unless such service is specifically excluded or limited by this RFP).

4. Other Requirements

Financial and Municipal Advisor may also be required to attend meetings of governing bodies of the County, County staff, representatives or committees as requested or authorized by the County Manager. Attend all Board of Finance meetings customarily held on a quarterly basis.

D. TERM

The Contract will be for two (2) years, and may be extended upon agreement of the Parties for an additional two (2) years but not to exceed four (4) years in total. The Term shall commence on the date of execution of the Contract by all parties and shall terminate two (2) years from the date of execution unless extended.

E. PROCUREMENT CORRESPONDENCE

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

Name:	Carol Pipes, Procurement Officer
Address:	Curry County Finance Department 700 N. Main, Ste. 10 Clovis, NM 88101
Telephone:	(575) 763-6016
Fax:	(575) 763-3656
Email:	cpipes@currycounty.org
Reference:	RFP# 2015/16-02

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Officer. Offerors may contact **ONLY** the Procurement Officer regarding this procurement. Other County Employees, County Commissioners, or Evaluation Committee members do not have the authority to respond.

SPECIFICATIONS

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

A. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors **must** provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Financial and Municipal Advisory Services.

2. Organizational References

Vendors should provide a minimum of three (3) references from similar projects performed for private state and/or large local government clients within the last three years. The Evaluation Committee may contact any or all business references for validation of information submitted.

- a. Client name
- b. Project description
- c. Project dates (starting and ending)
- d. Staff designated for work per this RFP
- e. Client project manager name, telephone number, fax number and e-mail address

3. Required Deliverables / Evaluation Factors

- a. Institutional Investing Experience: (40 points possible)
 - Portfolio size
 - Previous performance history with a government agency
 - Products
 - Firm emphasis specifically regarding county government investments
- b. General Qualifications and Knowledge: (30 points possible)
 - Education
 - At least 7 years of related experience
 - Knowledge of county environment
- c. Communications, Reporting, Attendance, and Availability: (30 points possible)
 - Accessibility
 - Willingness to meet reporting requirements
 - Must meet personally with the Board of Finance at least Quarterly
 - Must 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
- d. Registration, Licensing, Insurance, and Conflict of Interest requirements: (Pass/Fail)
 - Registered with the Municipal Standards Rulemaking Board (MSRB) as a Municipal Financial Advisor

- Liability and Fiduciary Insurance coverage
- Licensed to perform Financial and Municipal Advisory services in the State of New Mexico
- Offeror must have at least a Series 7 Securities License with no adverse actions indicated on the U-4
- Offeror must return completed and signed Conflict of Interest form (APPENDIX G)

B. BUSINESS SPECIFICATIONS

1. Cost

Provide a list of your published billing rates, overhead rate factor, etc. in the Cost Response Form. Detail the billable financial charges the County should anticipate if your services are engaged. Provide a sample Contract, along with an estimate of the amount of monies that will be charged to the County during the next twelve (12) months.

Offerors must complete Cost Response Form in APPENDIX C. Cost will be measured by the billable financial charges the County should anticipate if your services are engaged All charges listed on APPENDIX C must be justified and evidence of need documented in the proposal.

2. Resident Business or Resident Veterans Preference

To be awarded additional Resident Business preference points, Offerors must include a copy of their Resident Business Certificate issued by *New Mexico Tax & Revenue*. In addition, for resident Veterans Preference the attached Certification Form (APPENDIX F) must accompany the certificate issued by New Mexico Tax & Revenue. Any business wishing to receive the preference **must** provide proper documentation. For more information, visit: <http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Due Dates (Subject to Change)
Issue RFP	September 17, 2015
Submission of Proposal	October 13, 2015 by 3:00 pm
Proposal Evaluation	October 13-19, 2015
Selection of Finalists	October 19 th

Finalize Contract	October 20-26 (tentatively)
Contract Award	November 3, 2015 (tentatively)
Commence Services	November 3, 2015 (tentatively)
Protest Deadline	Up to 15 days from the date of the final signature on the Contract

B. EXPLANATION OF EVENTS

1. Issuance of RFP

This RFP is being issued on behalf of Curry County.

2. Distribution List Response Due

Potential Offerors should 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 their organization placed on the procurement distribution list.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME ON OCTOBER 13, 2015. 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 Officer at the address listed on page 6 of this RFP. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **"FINANCIAL AND MUNICIPAL ADVISORY SERVICES: RFP# 2015/16-02"**. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Offer organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the Contract is awarded pursuant to this Request for Proposal having been fully executed.

4. 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 Officer 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.

5. Selection of Finalists

The Evaluation Committee will select and the Procurement Officer will notify the finalist Offerors as stated in the Sequence of Events (page 8) or as soon as possible.

6. Finalized Contract

The Contract with Curry County will be finalized with the most advantageous Offerors as per the Sequence of Events (page 8) or as soon thereafter as possible. This date is subject to change at the discretion of Curry County. In the event that mutually agreeable terms cannot be reached within the time specified, Curry County reserves the right to finalize a Contract with the next most advantageous Offerors without undertaking a new procurement process.

7. Contract Award

After review of the Evaluation Committee Report and the signed Contract, Curry County will award the Contract as per the Sequence of Events (page 8) or as soon as possible thereafter. This date is subject to change at the discretion of Curry County.

The Contract shall be awarded to the Offerors whose proposals are most advantageous to Curry County, taking into consideration the weighted evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of the Contract and will end at 5:00 pm Mountain Standard 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 Curry County. The protest must be delivered to:

Carol Pipes
Procurement Officer
Curry County Finance Department
700 N. Main, Suite 10
Clovis, NM 88101

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 contained of this RFP.

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. Subcontractors

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

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 Agency 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 Officer 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

The proposals will be kept confidential until negotiations are completed by Curry 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 Officer 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.

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

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

8. No Obligation

This procurement in no manner obligates Curry County or any of its Divisions or Departments to the use of Offeror 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 a determination is made that such action is in the best interest of Curry 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 Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought in writing to the attention of the Procurement Officer.

12. Governing Law

This procurement and any Contract 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 the Agency through the Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals. Current and updated information regarding this procurement will be available on the Curry County website at www.currycounty.org.

14. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the State of New Mexico Procurement Code [Section 13-1-21 to 13-8-1]. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP with an Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

15. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency.

16. Contract Deviations

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

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the 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 Sections 13-1-83 and 13-1-85 NMSA 1978.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the 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.

19. Change in Contractor Representatives

The Agency reserve the right to require a change in contractor representatives if the assigned representatives is not, in the opinion of the Agency, meeting its needs adequately.

20. Notice

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

21. Agency Rights

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

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from Curry County and the Procurement Officer written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency 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.

23. Ownership of Proposals

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

24. 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 Curry County and the Procurement Officer.

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

25. Electronic mail address required

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

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Curry County Procurement Officer, the version maintained by the Curry County Procurement Officer shall govern. Please refer to: www.currycounty.org.

27. New Mexico Employees Health Coverage

For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

- a. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
- b. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
- c. have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the County exceed \$250,000 dollars

Offeror must agree to maintain a record of the number of employees who have accepted health insurance; decline health insurance due to other health insurance coverage already in place; decline health insurance for other reasons.

These records are subject to review and audit by a representative of the state.

Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.insurenewmexico.state.nm.us/>.

For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

27. Campaign Contribution Disclosure Form

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

28. Disclosure Regarding Responsibility

Any prospective Bidder/ Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or 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.

Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.

Have 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 both of 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.
- d. 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.

The Offeror shall provide immediate written notice to the Procurement Officer or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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 an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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. 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 Procurement Officer or Buyer. If it is later determined that the Offeror 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.

29. Conflict of Interest; Governmental Conduct Act

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 Contract. The Offeror certifies that the requirements of the Governmental Conduct 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.

RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Potential Offerors shall submit only one (1) proposal for this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version of the proposal containing both sections and all

Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

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.

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.

Section 1:

- a. Signed Letter of Transmittal
- b. Table of Contents
- c. Proposal Summary
- d. Response to Specifications with the *exception of cost*
- e. Response to Terms and Conditions
- f. Offeror's Additional Terms and Conditions

Section 2:

- a. Completed Cost Response Form
- b. Campaign Contribution Form
- c. Signed Employee Health Coverage Form
- d. Signed Affidavit pursuant to Governmental Conduct Act
- e. Resident Vendor or Resident Veteran Certificate (If applies)
- f. Resident Veterans Preference Certification Form (If applies)
- g. Conflict of Interest Affidavit
- h. Other Supporting Material (Optional)

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

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

The proposal summary may be included by 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.

Offerors may attach other material they believe may improve the quality of their responses. However, these materials should be included in Section #2.

2. Letter of Transmittal

The Offerors proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form must be completed and must be signed by the person authorized to obligate the company. The letter of transmittal MUST include:

- a. Identify the submitting organization
- b. Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization
- c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization
- d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification
- e. Identify if sub-contractors will be used in the performance of the contract award
- f. Describe any relationship with any entity which will be used in the performance of this awarded contract
- g. Identify the following with a check mark and signature where required:
 - Explicitly indicate acceptance of the Conditions Governing the Procurement
 - Acceptance of the evaluation criteria of this RFP
 - Acknowledge receipt of any and all amendments to this RFP
 - Be signed by the person authorized to contractually obligate the organization

EVALUATION

Factor	Points Available
Section 1	
Institutional Investing Experience	40 Points
General Qualifications and Knowledge	30 Points
Communications, Reporting, Attendance, and Availability	30 Points
Registration, Licensing, and Conflict of Interest	Pass/Fail
Section 2	
Cost	This information is for discussion purposes and negotiations ONLY
Resident Preference or Resident Veteran’s Preference	5% or Up to 10% (see Appendix F)
Financial Stability	Pass/Fail
Letter Of Transmittal	Pass/Fail
Campaign Contribution Disclosure Form	Pass/Fail
TOTAL	100 points *(maximum of 110 points possible with Resident or Veteran’s Preference)

Table 1: Evaluation Point Summary

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL
FINANCIAL AND MUNICIPAL ADVISORY SERVICES
RFP #2015/16-02

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 table of contents, and ending with APPENDIX G.

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 or does not (circle one) intend to respond to this Request for Proposal.

Carol Pipes, Procurement Officer
FINANCIAL AND MUNICIPAL ADVISORY SERVICES
RFP #2015/16-02
Curry County Finance Department
700 N. Main, Suite 10
Clovis, NM 88101
Fax: (505) 867-7605
E-mail: cpipes@currycounty.org

APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for **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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BY 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 OF (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

“Prospective contractor” means a person 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.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(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 D: NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.insurenewmexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____

Date: _____

APPENDIX E: LETTER OF TRANSMITTAL FORM

RFP#: 2015/16-02

Offeror Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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

For the person authorized by the organization to contractually obligate the organization:

Name: _____

Title: _____

E-Mail Address: _____

Telephone Number: _____

For the person authorized to negotiate the contract on behalf of the organization:

Name: _____

Title: _____

E-Mail Address: _____

Telephone Number: _____

For the person to be contacted for clarifications:

Name: _____

Title: _____

E-Mail Address: _____

Telephone Number: _____

Use of Sub-Contractors (Select one)

* No sub-contractors will be used in the performance of this contract OR

The following sub-contractors will be used in the performance of this contract:

(Attach extra sheets, as needed)

Please describe any relationship with any entity with which will be used in the performance of this contract.

(Attach extra sheets, as needed)

Please initial:

___ * On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.

___ * I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

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

Name

Date

APPENDIX F: RESIDENT VETERANS CERTIFICATION

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

Please check one box only:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State 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 forfeit of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX G: CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)

) ss.

COUNTY OF CURRY)

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 Contract pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Contract has NOT been awarded via the sole source or small purchase procurement methods.

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

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

To the best of my knowledge, this Contract 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

NOT APPLICABLE
