

County of Otero Purchasing
1101 New York Ave., Room 118
Alamogordo, NM 88310
(575) 434-0710
FAX (575) 443-2914



RFP 16-026
For Credit Card Processing Services for
the Otero County Treasurer
Proposal Deadline: Tuesday, April 26,
2016, @ 4:00 PM
Procurement Agent: Ginger Herndon

COUNTY OF OTERO
RFP # 16-026

NOTICE OF REQUEST FOR PROPOSALS

THE COUNTY OF OTERO IS REQUESTING COMPETITIVE SEALED BIDS FOR THE FOLLOWING GOODS OR SERVICES:

TITLE: CREDIT CARD PROCESSING SERVICES

RFP NO: 16-026

OPEN: 4/26/16 @ 4:00

FOR ADDITIONAL INFORMATION CONTACT:

GINGER HERNDON PURCHASING AGENT
PHONE: (575) 434-0710 EMAIL (gherndon@co.otero.nm.us)

THE OFFICE OF THE PURCHASING AGENT COUNTY OF OTERO, WILL RECEIVE COMPETITIVE SEALED BIDS FOR THE GOODS OR SERVICES DESCRIBED IN THIS BID AT:

VIA MAIL

OTERO COUNTY PURCHASING
1101 NEW YORK AVE. ROOM 118
ALAMOGORDO, NN 88310

HAND CARRIED

PURCHASING OFFICE
1101 NEW YORK AVE, ROOM 118
ALAMOGORDO, NM 88310

ANY AND ALL PROPOSALS NOT RECEIVED BY THE PROPOSAL SUBMISSION DATE WILL BE REJECTED AND RETURNED UNOPENED

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY

ENVELOPE PREPARATION: THE ENVELOPE/PACKAGE *CONTAINING ONE (1) ORIGINAL AND THREE (3) PROPOSAL COPIES* MUST BE SEALED AND THE FOLLOWING IDENTIFYING INFORMATION LEGIBLY WRITTEN OR TYPED ON THE OUTSIDE.

- 1). NAME OF BIDDER
- 2). PROPOSAL NUMBER ASSIGNED BY THE COUNTY
- 3). OPENING DATE AS IDENTIFIED ON THE PROPOSAL OR SUBSEQUENT ADDENDA

NO OTHER METHODS OF BID DELIVERY: NEITHER TELEPHONE, TELEGRAPHIC, OR FACSIMILE BID SHALL BE ACCEPTED

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Otero County is requesting sealed bids on behalf of the Otero County Treasurer's Office from prospective Offerors to provide Credit Card Processing Services.

SCOPE OF PROCUREMENT

The Otero County Treasurer's Office processes payments online and by IVR/telephone acceptance of electronic checks, debit cards, online credit card processing payments for the collection of property taxes.

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. This contract may be terminated in writing by either party 90 days prior to the expiration of the initial contract or the current renewal term.

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 state employees or Evaluation Committee members do not have the authority to respond on behalf of the SPD. **ONLY** protests delivered directly to the Purchasing Agent 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 Agent 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	County	03/21/16
2. Pre-Proposal Conference	County	NONE
3. Return of Acknowledgement of Receipt Form	Potential Offerors	03/31/16
4. Deadline to submit Questions	Potential Offerors	04/8/16
5. Response to Written Questions	Procurement Manager	04/15/16
6. Submission of Proposal	Potential Offerors	04/26/16
7. Proposal Evaluation	Evaluation Committee	TBD
8. Selection of Finalists	Evaluation Committee	TBD
9. Contract Awards	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 the Otero County Treasurer's Office.

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 4:00 pm MST or MDT on April 26, 2016.

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 April 8, 2016 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 4:00 PM MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON APRIL 26 2016.

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 Credit Card Processing Services and RFP# 16-026. 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 the Otero 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 Otero County and Otero County Treasurer's Office, 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 Otero 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:

Ginger Herndon
Otero County
1101 New York Ave, Room 118
Alamogordo, 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 Otero 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 Otero 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 Otero 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 the Otero 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.

- C. 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/>.
- D. 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.

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
 - Explicitly** indicate acceptance of Section VII of this RFP; and
 - b. 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

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should 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
- 2. Cost Proposals** – One (1) ORIGINAL and three (3) HARD COPIES

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 1/2 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. Description of Company
 - 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. Provide the cost to the taxpayers for the use of the Offerors services.

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

The successful Proposer will furnish and install all applicable software and equipment, and provide services related to the installation and optimization of the system, subsystems, and other ancillary devices as needed. Proposals must describe all software components, hardware components, services, and tasks required to implement a working, fully functional system, supplied by Proposer. Any and all components — whether hardware or software — required to make the system usable and fully operational that are not described in the proposal documents as being necessary, shall be provided at Proposer's expense. Ability to process online, over the counter and on the phone (IVR).

1. All proposers must have the following :
 - a. PCI Level 1 certified and compliant with all major credit card company criteria for security.
 - b. Ability to securely store customer or credit card information. Please explain how you would be able to meet this criterion.
 - c. Ability to process payments online, over the counter and on the phone (IVR).
 - d. Ability to process debit cards, credit cards and electronic checks. Please provide the associated services charges for each.
 - e. Ability to supply daily reports. Please supply samples with proposal.
 - f. Ability to supply data file to upload to our software to process payments on a daily basis per attached format. (Exhibit 1)
 - g. Ability to treat each participating department as a sub-account under the main account of Otero County for accounting purposes.
 - h. Ability to provide a customizable web portal.
 - i. Familiarity with Government entity payments.
 - j. Ability to handle all actions required to process credit card fees separate from payments.
 - k. Ability to charge customers a flat rate for different payment types, Flat rate for E checks and competitive % rate for credit cards.
2. Please identify or provide :
3. Your knowledge, understanding, familiarity, experience and/or expertise in the areas of credit card processing services; and
4. Similar projects undertaken within the past five (5) years. For each Project, identify the client's name, address and telephone for a contact person currently available who is familiar with the project.
5. The need for any special equipment to be purchased or leased. Include the proposed cost for purchase or lease and maintenance of this equipment.
6. Information on how erroneous payments are handled.
7. Settlement time for each type of transaction (when is the money in our bank)
8. Explain your process in place to handle Non-Sufficient Fund (NSF) transaction

V. DETAILED SCOPE OF WORK

This specification describes credit card transaction processing services to include, but not limited to: the processing of on-line Visa, MasterCard, Discover and American Express card transactions, check/debit card processing, ATM cards and e-check transactions. It describes the need for timely deposits of the funds generated from the acceptance of the above mentioned cards and checks, the means by which these services will be billed and the specific integration and coordination requirements. The anticipated methods of use are on-line and telephone, and may include the acceptance of secure credit card transactions over mobile devices. Credit card processing services will be required for any county department that is in need of processing payment by Point of Sale, Online or by IVR/Telephone and over the counter.

SERVICE REQUIREMENTS: Services shall include, but not limited to, the following:

A. Debit/Credit Card and Check/E-Check Authorization: Provide 24 hour, 7 days a week service to include:

1. Authorization of the following credit cards: Visa, MasterCard, Discover and American Express.
2. On-line debit card, ATM card and check processing.
3. Provide an approval (confirmation) number for all transactions approved.
4. Provide an authorization code for all transactions.

B. Internet payment capability: Dedicated, secure website to accept online payments.

1. Site must be accessible from the Otero County website via link.
2. Acceptance for Visa, MasterCard, Discover, American Express credit card transactions, check/debit card processing, ATM card and e-check transactions.
3. Inclusion of a “shopping cart” for online payment with multiple accounts. User friendly access with minimal entry requirements to access account information.
4. Clear and full disclosure of any and all convenience fees prior to acceptance of payment.
5. Complete confirmation for all payments received, including but not limited to, account number, amount paid, confirmation and authorization.
6. Update every business day from uploaded tax information files or similar means.
7. Provide account information, including but not limited to, basic identifying information (account number, name and property identification), amount due, payment due dates and account balance.

C. IVR / telephone payment capability: Dedicated toll free number in English and Spanish for acceptance of credit card payments.

1. Acceptance for Visa, MasterCard, Discover, American Express credit card transactions, check/debit card processing, ATM card and e-check transactions.
2. User friendly access with minimal entry requirements to access account information.
3. Clear and full disclosure of any and all convenience fees prior to acceptance of payment.
4. Complete confirmation for all payments received, including but not limited to, account number, amount paid, confirmation and authorization.
5. Update every business day from uploaded tax information files or similar means.
6. Provide account information, including but not limited to, basic identifying information (account number, name and property identification), amount due, payment due dates and account balance.

D. Point of Sale (POS) capability: Credit card swipe machines and pin pads shall be provided for each of the eleven teller stations.

Technical Support:

1. Provide a toll free number for technical support and have available support staff to receive technical calls during standard County business hours (8:00 a.m. – 5 p.m. Mountain Standard Time (MST)).
2. Provide online submittal of technical support issues.
3. Must have a direct service representative that works directly with the County Treasurer or designee on any issues or concerns with any department within the county of Otero.
4. Must provide emergency support for any technical or system errors that would need to be resolved immediately.
5. Quality training for users and technicians

Reporting: The County shall approve the format for required reports. Provide a daily report consisting of: transaction date, approval number, transaction type, authorization code, amount of transaction and convenience fee.

1. Must provide a required daily posting file to update county records. The format of this file must comply with County requirements to assure compatibility with the County's payment system.
2. Must provide a monthly report of all transaction totals for the month. The report will include total funds and transactions by card type and include e-check posting transactions. Must also be able to provide all transactions from each Point of Sale (POS) machine.

3. Must be able to prove an online resource for retrieving, reviewing, printing, issuing refunds, and/or downloading all transactions.
4. Convenience fee shall be returned when requested.
5. Provide a file that will interact with the County Treasurer's current payment system to update taxpayer records.
6. Ability to supply daily reports (include a sample w/proposal)
7. Ability to void a transaction (erroneous etc.).
8. Ability to refund, the County requires the ability to void a transaction to include the refunding of the convenience fee if charged.

The County utilizes a "User Pay Model" and expects services to be provided at no cost to the County. The County acknowledges the application of a nominal user, or "Convenience Fee", to the taxpayer for the use of these services. This fee should be as low and competitive as possible, and clearly disclosed to the taxpayer/customer/user for every transaction.

VENDOR REQUIREMENTS: Vendor shall:

- A. Be a firm or corporation regularly engaged in the acceptance and processing of credit cards, debit cards, ATM cards and on-line check processing while providing online reporting services and licensed to do business in the State of New Mexico.
- B. Acknowledge full compliance with Payment Card Industry (PCI) Data Security Standards (DDS) and provide verifying documentation of PCI/DDS Level One (1) validation.
- C. Must agree to comply with all other credit card issuer rules and regulations.
- D. Provide the County with a single point of contact for all customer relations.
- E. Must settle all accounts daily.
- F. Make payments in a timely manner into any account specified by the County.
- G. Provide the County with all correspondence for chargebacks and contested charges.
- H. Chargebacks and disputes are at processor's expense.

The County requires the payment servicer to provide for customer service and technical support for the entire term of the contract. Offerors should demonstrate prior experience with tax collection for local government entities, especially in regards to collecting property taxes for County Government.

VI. TECHNICAL SPECIFICATIONS

1. Organizational Experience

- a) 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 processing credit card payments.

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 Agency reserves the right to consider any and all information available to it

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 a detailed narrative of your qualifications and your proposed approach to quality assurance, quality improvement, continuing education and the rationale approach underlying that approach.
- b) Provide 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 in in credit card processing, Point of Sale, customer service, online and telephone reporting and other services.

- c) Provide examples of receipts, spreadsheets and reporting documents that will be used for all services with Otero County.
- d) Provide a time table of how long it will take to implement each service and also provide us of how IT work tickets are resolved and the time frame in which they are resolved.
- e) Describe your knowledge and experience in writing how you maintain and update your system; the direct relationship or organizational structure of any entities involved and where you may fit in to that work group.
- f) 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.
- g) Provide documentation of compliance with Payment Card Industry (PCI) Data Security Standards (DSS) and Level One (1) validation.

4. Cost

Provide a fee schedule for processing various credit card, debit cards, and electronic check payments. This proposal should include fees charged for set up, annual, monthly, rates per transaction and additional charges for each swipe if any. Also provide any possible additional charges such as for customizable web portal, formatting, reporting, etc.

Explain your process in place to handle Non-Sufficient Fund (NSF) transactions

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.

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	15 points
Compliance with Payment Card Industry (PCI) data Security Standards (DSS), Adherence to all credit card issuer rules and regulations	20 points
Mandatory Specifications- Reporting and Transaction Settlement Capabilities with multiple software.	25 points
Location and Availability	10 points
TOTAL POSSIBLE MANDATORY POINTS	100 points
TOTAL POSSIBLE COST POINTS – 15 POINTS	
Lowest Responsive offer Bid X Available Award Points This Offeror’s Bid	
Letter Of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	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. Cost

e. Letter of Transmittal

- i. Pass/Fail only. No points assigned.

f. Signed Campaign Contribution Disclosure Form

- i. 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 00 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

CREDIT CARD PROCESSING SERVICES

RFP# 16-026

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 table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than March 31, 2016 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.

Ginger Herndon Purchasing Agent
1101 New York Ave
Alamogordo New Mexico 88310
Fax: 575-443-2914
[E-mail: gherndon@co.otero.nm.us](mailto:gherndon@co.otero.nm.us)

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
Title (position)

Date

—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.

_____, 2016
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, § 13-121 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.

**OTERO COUNTY PURCHASING
TERMS & CONDITIONS
UNLESS OTHERWISE SPECIFIED.**

1. **BIDS ARE TO COMPLY WITH ALL INSTRUCTIONS AND PROVIDE THE INFORMATION REQUESTED. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.** All bid items are to be NEW and of most current production, unless otherwise specified.
2. Samples of items, when required, must be furnished free of expense prior to the opening of bids and if not destroyed, will, upon request, be returned at the bidders expense.
3. Prices should be stated in units or quantity specified, with packing included. All deliveries will be F.O.B. Alamogordo, NM unless otherwise specified.
4. Time or proposed delivery must be stated in definite terms. If time varies for different items, the bidder should so state.
5. Time of delivery shall be stated as the number of calendar days following receipt of the order either verbally or in writing, whichever is received first by the vendor, to receipt of the goods or services by Otero County.
6. Time of delivery may be a consideration in the award.
7. **Envelopes containing bids must be sealed and marked with name, address of the bidder, due date, and bid number.**
8. **IMPORTANT:** Bids not received in the office of the Purchasing Agent at the time of opening are disqualified and will be returned unopened.
9. Corrections and/or modifications received after the opening time specified will not be accepted.
10. Where an item is specified by brand name and numbers these are used in these specifications as a matter of convenience to indicate quality, type, and features desired. Accordingly demonstrably equal merchandise will be given full consideration and the bidder is invited to offer such, except where it is clearly stated that such brand names and/or models are specified for the purpose of standardization. Any "or equal" items offered must be substantially equal to the appearance, design, dimensions, approximate cost of the item specified, and must be of equivalent materials, function, and sturdiness of construction of the item specified. Any deviation from specifications must be clearly itemized by the bidder.
When offering substitutions, please specify, and include descriptive literature.
11. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
12. Otero County is exempt from paying sales tax for materials and federal excise taxes. Do not include those taxes in bid. A nontaxable transaction certificate will be provide when payment is made. Services and tax on labor only are not exempt.
13. If your bid is accepted, you will receive notification either verbally or in writing by an issuance of a Purchase Order Number authorizing you to make delivery. Only the accepted bidder will be notified of awards.
14. **ATTENTION BOOKKEEPING & AUDITING DEPARTMENTS:** Complete payment will be made only when entire order is filled, with the exception of "Open Order Purchases", unless otherwise stated on purchase order. **EXCEPTION: Partial payments will be allowed upon written notification and approval if order cannot be completed in a single shipment.** Payment terms are Net 30 days unless otherwise stated.
15. All addenda so issued shall become part of the bid documents.
16. Pricing shall remain effective for a minimum of thirty
(30) days after bid opening date.

CONDITIONS

1. The Purchasing Agent reserves the right to reject any and all bids, to waive any informality in bids, and **unless** otherwise specified to the bidder, to accept any item on the bid.
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. Prompt payment discounts will not be considered in computing the low bid. Otero County will take advantage of cash discounts offered wherever possible.
4. Time in connection with discount offered will be computed from date of delivery or from date correct invoice is received, whichever is later.
5. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the vendor's risk and expense, promptly after notice of rejection.
6. Otero County requires vendor certification be the New Mexico State Purchasing Agent before the 5% in-state bidding preference can be extended. Bidders claiming this preference must show certification number on bid and must be prepared to show evidence of certification for the commodity being bid. In-state vendors: failure to secure above will result in non-considerations of any preference for in-state bidders. This will not apply when Federal funds are used, Chapter 13-1-21.
7. Otero County reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part if, in the judgment of the Purchasing Agent, the best interests of Otero County will be served.
8. The Otero County Purchase Order Number shall be shown on all packing, delivery tickets, and other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
The Vendor's invoice shall be submitted and contain the following information: order number, description of supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment.
9. Otero County reserves the right to cancel all or any part of this order without cost to the County, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the County due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of cause beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, goods, epidemics, quarantine restrictions, strikes, freight embargo's, unusually severe weather, and defaults of subcontractors due to any of the above, unless Otero County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the county provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
10. In signing this bid or accepting Purchase Order, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to Otero County Purchasing Agent.
11. Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
12. **THIS BID/AWARD IS CONTINGENT UPON AVAILABLE FUNDING.**

(terms)

rev 05/96

EXHIBIT 1

Template ID N/A
Name Easy File Payment Specification - May be used with the Batch Payment or Lockbox utilities within Eagle Treasurer
Column Delimiter Space, or Pipe, or Tab
Row Delimiter New Line
Description Imports parcel payments
Note The 3.12 software release will support a valid account number or parcel number.
Example Data R1234567 99.99 0

Field #	Excel column	Column Name	Width	Start	End	Description
1	A	Account Number	Variable	NA	NA	Account Number (i.e. Alpha prefix followed by 6 to 8 numeric characters)
2	B	Payment Amount	Variable	NA	NA	Payment Amount (2 decimal places e.g. 1.75, .20, 5.05)
3	C	Payment Type	Variable	NA	NA	Optional Payment Type Identifier(e.g. 0 or f (First),1 or s (Second), or 2 or w (Whole)) Optional field used for information purposes only.
4	D	Note	Variable	NA	NA	This information will not be uploaded into the application.
5	E	Payor	Variable	NA	NA	Field used to specify the payor of the receipt when using a pipe-delimited or tab-delimited file. This may be the text of the payor's name or can be the an ID from the mortgage company table.