

COUNTY OF BERNALILLO
STATE OF NEW MEXICO



INVITES YOUR FIRM TO OFFER A BID ON:

RFB #30-16-JZ

AS SPECIFIED IN THE ATTACHED BID DOCUMENTS.

Sealed bids will be received until 2:00 p.m. local time on April 20, 2016

**Bernalillo County Purchasing Department, Room 10010
One Civic Plaza NW, 10th Floor
Albuquerque, NM 87102**

FIRM NAME

STREET ADDRESS/P.O. BOX

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

E-MAIL ADDRESS

FAX NUMBER

DEFINITIONS

This section contains definitions that are used throughout this Request for Bids (RFB), including appropriate abbreviations.

“Agreement” means any contract for the procurement of items of tangible personal property, services or construction.

“Addendum” means an addition or supplement to the RFB document, for example, items or information added to the RFB.

“Award of Contract” shall mean a formal written notice by the Purchasing Department.

“Bidder” means one who submits a response to an invitation for Request for Bid (RFB).

“Contractor” shall mean successful Bidder.

“County” shall refer to the County of Bernalillo, New Mexico.

“County Purchasing Department” means the purchasing agent for the County of Bernalillo, New Mexico, or a designated representative thereof.

“Firm Fixed Price Contract” means a contract which has a fixed total price or fixed unit prices.

“Indefinite Quantity Contract” means a contract which requires the Contractor to furnish an indeterminate quantity of specified services, items of tangible personal property or construction during a prescribed period of time at a definite unit price or at a specified discount from list of catalogue prices.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Bidder.

“Pre-bid Conference” means a meeting held with prospective Bidders prior to solicitation of bids, to clarify any ambiguities, answer Bidder questions, and ensure all Bidders have a common basis of understanding regarding the items of tangible personal property or services required.

“Purchase Order” means the document issued by the Purchasing Department, which directs a Contractor to deliver items of tangible personal property or services pursuant to the Award of a Contract.

“Request for Bids” or “RFB” means all documents, including those attached or incorporated by reference, used for soliciting bids.

“Resident Business” means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to §13-1-22 NMSA 1978 but does not include a resident veteran business.

“Resident Veteran Business” means a business that has a valid resident veteran business certificate issued by the taxation and revenue department pursuant to §13-1-22 NMSA 1978.

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

“Responsive Bid” means a bid which conforms in all material respects to the requirements set forth in the RFB. Material respects of a bid include but are not limited to price, quality, quantity or delivery requirements.

“Specifications” means a description of the physical or functional characteristics or of the nature of items of tangible personal property, services or construction. “Specifications” may include a description of any requirement for inspecting or testing, or for preparing items of tangible personal property, services or construction for delivery.

**FORMAL BID
SUBMITTAL REQUIREMENTS**

THE REQUIREMENTS CHECKED BELOW APPLY TO THIS BID. FAILURE TO COMPLY WITH THE STATED REQUIREMENTS MAY RESULT IN IMMEDIATE DISQUALIFICATION.

Nothing herein is intended to exclude any responsible bidder or in any way restrain or restrict competition. All responsible bidders are encouraged to bid and their bids are hereby solicited.

xxx	A non-mandatory pre-bid meeting will be held at 10 a.m., on March 31, 2016, in the Purchasing Conference Room C, on the 10 th Floor, One Civic Plaza NW, Albuquerque, New Mexico.
xxx	Please acknowledge receipt of Addendum (if applicable) by initialing next to the number of Addendum received. 1. _____ 2. _____ 3. _____ 4. _____
xxx	This procurement is subject to the Application of Preferences pursuant to §13-1-21 and §13-1-22, NMSA 1978. To receive a Resident Business preference Bidder must submit a copy of a valid preference certificate issued by the Taxation and Revenue Department. To receive a Resident Veteran Business preference, Bidder must submit a copy of a valid preference certificate issued by the Taxation and Revenue Department and the attached "Resident Veterans Preference Certification" form. See supplemental terms and conditions on page 8 for further details.
	Bid must be accompanied by a bid bond in the amount of 5% of the total bid. Note: the bond must be provided by a surety, authorized to do business in the State of New Mexico. Only an original bond will be accepted.
xxx	Bidder shall disclose any conflict of interest in writing and submit the information with the bid in accordance with paragraph 9 of the General Terms and Conditions (page 6).
xxx	The bid must be signed by an authorized representative below. Failure to sign may result in disqualification.
xxx	If a prompt payment discount is offered, it is required that a minimum of twenty (20) days be allowed for payment in order for the discount to be considered. Please state your discounted terms: _____.
xxx	<p>Pay Equity Statement of Concurrence:</p> <p>A yes response below will serve as the Bidder's concurrence to comply with Pay Equity Reporting Requirements or the Bidder may provide its initials indicating Pay Equity Reporting Requirements are not applicable (see page 7 for further details).</p> <p>Yes _____ No _____</p> <p>Provide initials below if Pay Equity Reporting Requirements are not applicable.</p> <p>_____ (Bidder's initials)</p>
xxx	Bid must be a firm fixed price and include all incidental charges. See Pricing Section for further details on page 12
xxx	All prices shall be F.O.B. Destination.
xxx	Bids must be sealed, addressed and delivered to the Bernalillo County Purchasing Department, Room 10010, One Civic Plaza NW, 10 th Floor, Albuquerque, NM 87102. Bids must be clearly marked on the outside of the envelope with the name and address of your firm, Request for Bid number, and the date and time of the opening.

In compliance with this Request for Bid #30-16-JZ and subject to all terms and conditions hereof, the undersigned offers and agrees to furnish its services upon which prices are quoted at the price submitted with this bid and hereby certify that I am authorized to sign this bid for the firm and agree to furnish as indicated below:

Signature: _____ Fed ID No.: _____

Name (type/print): _____ Title: _____

**NON-REPLY STATEMENT
RFB # 30-16-JZ**

THE INTENT IN OBTAINING THIS INFORMATION IS TO UTILIZE IT TO ADJUST PROCEDURES, IF APPROPRIATE AND TO OBTAIN MAXIMUM PARTICIPATION IN THE COMPETITIVE BID PROCESS. VENDOR COMMENTS ARE NOT RESTRICTED TO THOSE ITEMS LISTED. SUBMIT ADDITIONAL COMMENTS IN VENDOR STATEMENT BELOW.

- _____ Specifications - Restrictive, unclear, specialty item, etc.
- _____ Manufacturing - Unique item, production time for model or item has expired, etc.
- _____ Bid Time - Insufficient time to properly bid.
- _____ Delivery Time - Specified delivery time cannot be met.
- _____ Payment - Delay on payment process.
- _____ Did not wish to Bid (See reasons below.)

ADDITIONAL COMMENTS

_____ NAME	_____ TITLE	_____ DATE
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GENERAL TERMS AND CONDITIONS

Below are the County's Purchase Order General Terms and Conditions.

1. **INSPECTION AND AUDIT:** A. The County may inspect, at any reasonable time, any part of Contractor's plant or place of business, which is related to performance of the services described herein. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection will be made at the destination upon completion of delivery of goods and services. Final inspection shall include any testing or inspection procedures required by the specifications. B. The Contractor shall maintain detailed time records, which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to the County, including serial number and other appropriate identifiers. These records shall be subject to internal and external audit. The County shall have the right to audit billings both before and after payment. Payment under the resultant agreement shall not preclude the County from recovering excessive, erroneous or illegal payments previously made by the County.
2. **ASSIGNMENT:** The Contractor shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.
3. **TERMINATION AND DELAYS:** The County may by written notice stating the extent and effective date, terminate for convenience in whole or in part, at any time: the County shall pay Contractor as full compensation for performance until such termination: A. the unit or pro rata order price for the delivered and accepted portion; and B. incidental damages, not otherwise recoverable from other sources by Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the issued Purchase Order, provided compensation hereunder shall in no event exceed the total Purchase Order price. Such amount will be limited to Contractor's actual cost and may not include anticipated profits. The County shall not be liable for consequential damages.

The County may by written notice terminate in whole or in part for Contractor's default if Contractor refuses or fails to comply with the provisions of the terms and conditions contained herein and/or the County's Purchase Order, or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event the County may otherwise secure the materials, supplies or services ordered, and Contractor shall be liable for damages suffered by the County thereby, including incidental and consequential damages.

If after notice of termination, the County determines Contractor was not in default, or if Contractor's default is due to failure of the County, termination shall be deemed for the convenience of the County.

The rights and remedies of the County provided in this article shall not be exclusive and are in addition to any rights and remedies provided by law.

4. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** The Contractor agrees to abide by all Federal and State laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
5. **PENALTIES:** The Procurement Code, Section 13-1-28 et seq. NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
6. **TITLE AND DELIVERY:** Title to the materials and supplies passed hereunder shall pass to the County upon acceptance at the F.O.B. destination point specified subject to the right of the County to reject for any exception to the delivery date specified. The Contractor shall give prior notification and obtain approval thereto from the County Purchasing Department.
7. **APPLICABLE LAW:** The laws of the State of New Mexico shall apply.
8. **COMPLIANCE WITH APPLICABLE LAW:** The Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

- 9. CONFLICT OF INTEREST:** The Contractor warrants that he/she presently has no interest and shall not acquire any, which would conflict in any manner or degree with the performance of services required under this procurement. Contractor must disclose any conflict of interest in writing. Definition of conflict of interest includes, but is not limited to, the following: A. relationship, if any, with a County employee; state their name and position, B. the County employee connected in any way with your firm, C. if any type of commitment is/has been given to your firm, by a County employee, state their name and position held.
- 10. WARRANTIES:** Contractor warrants the materials, supplies or services furnished to be exactly as specified, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. All applicable UCC warranties, express and implied, are incorporated herein.
- 11. ACCEPTANCE:** The County may reject acceptance of any material, supplies, or services found to be defective or not as specified. At the County's option the Contractor shall be required to a.) Correct without charge within a reasonable time, or b.) Deliver an equitable substitute at a reduced price. The County may revoke acceptance of any material, supplies or services, if a defect substantially impairs the value to the County and is discovered after acceptance. Should this occur, the Contractor shall reimburse the County for all incidental and consequential costs related to unaccepted materials, supplies or service, notwithstanding final acceptance; acceptance of material, supplies, or services shall not waive the County's right to claim damages for breach.
- 12. CHANGES:** The County may make changes within the general scope of the procurement by giving notice to Contractor and subsequently confirming such changes in writing via a Purchase Order change notice. If such changes affect the cost of, or the time required for performance, an appropriate equitable adjustment shall be made. No change by Contractor shall be recognized without written approval of the County. Any claim of Contractor for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Contractor of notification of such change, unless the County waives this condition. Nothing in this paragraph shall excuse Contractor from proceeding with performance as changed hereunder.
- 13. PATENT AND COPYRIGHT INDEMNITY:** Contractor shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacturer, use or sale of goods or items covered hereby infringes any copyright, trademark, patent or other intellectual property rights, Contractor shall indemnify and hold the County harmless from any cost, expense, damage or loss resulting therefrom.
- 14. DISCOUNTS:** Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by the Bernalillo County Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.
- 15. PAYMENT CHARGES:** Late payment charges shall be paid in the amount and under the conditions stated in Section 13-1-158, NMSA 1978.
- 16. APPROPRIATIONS:** The terms of this Agreement are contingent upon the County Commission making the appropriations and authorizations necessary for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the County Commission, any Agreement resulting from this Request for Bids may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County and all of its interest in this Agreement shall cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

SUPPLEMENTAL TERMS AND CONDITIONS

1. **POWER OF THE COUNTY:** The County reserves the right to accept or reject any and/or all bids and unless otherwise specified by the Bidder, to accept any item in the bid, to waive technicalities, to inspect, and/or to make any investigation deemed necessary of a Bidder's ability to provide the material, supplies or services covered by the Specifications or other criteria documents and to accept what in its judgment is the best bid. Without limiting the generality of the foregoing, any bid which is incomplete, obscure or irregular may be rejected; any bid having erasures or corrections in the price sheet(s) may be rejected; any bid in which unit prices are omitted, or which are accompanied by an insufficient or irregular Bid Bond or other requirements may be rejected. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly, provided inferior material, supplies, or services, provided inferior workmanship, or attempted to use substandard equipment, caused excessive inspection by the County to insure good workmanship, or utilized poor construction methods, or failed to complete an agreement of similar nature on time, or the Bidder is not in a position to perform the work governed by the Agreement.
2. **UNLAWFUL EMPLOYEE PARTICIPATION:** No elected official or employee of the County or public officer of the State of New Mexico shall be admitted to any share or part of this Agreement or any benefit that may arise thereof, directly or indirectly, unless it be made with a corporation for its general benefit.
3. **DISTRIBUTION OF RFB DOCUMENT:** The County Purchasing Department is the only organization who is authorized to make copies and/or distribute this RFB in any format. A distribution list of those who receive the RFB will be maintained throughout the procurement process and will become part of the procurement file. Receipt of a Bid from firms not included on the distribution list shall result in immediate disqualification and Bid will be rejected.
4. **EXPLANATION TO BIDDERS:** Any explanation desired by a Bidder regarding the meaning or interpretation of this request must be submitted in writing and with sufficient time allowed, but not less than three (3) working days prior to the hour and date specified for the receipt of the bids, for reply to reach Bidders before the submission of their bids. Oral explanations or instructions given before the award of the agreement will not be binding. Any information given to prospective Bidder(s) concerning this request will be furnished as an addendum, to all firms who have received the bidding document.
5. **NON-COLLUSION:** The Bidder, in signing this bid, certifies that representatives from the firm have not, either directly or indirectly, entered into any action or restraint of free competitive quoting or bidding in connection with this Bid.
6. **PAY EQUITY REPORTING**

The Pay Equity Reporting requirements provided below shall apply to the successful Bidder, at the time of contract award. **To review the Pay Equity Reporting Form, or related information, go to www.bernco.gov/finance/pay-equity.aspx.**

- A. **Completion of the Pay Equity Reporting Form is required if the successful Bidder has ten (10) or more employees OR eight (8) or more employees in the same job classification and has a business located within the State of New Mexico. If none of these conditions apply, the Bidder shall provide its initials on the appropriate line included in the "Pay Equity Statement of Concurrence" box, Page 3.**

Note: A successful Bidder who is located out-of-state and has no facilities and no employees working in New Mexico are exempt, if the awarded contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local business. If the successful Offeror is out-of-state and has employees working in the State of New Mexico, whether or not those employees reside in the state, the contractor is subject to the reporting requirements.

- B. Should the successful Bidder not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- C. The successful Bidder must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows

to meet, the stated employee size thresholds during the term of the contract. The successful Bidder must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.”

D. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, the successful Bidder must also agree to complete and submit the required form annually ” within thirty (30) calendar days of the anniversary date of the execution of the Agreement.

7. **CODE OF CONDUCT:** Code of Conduct – The successful Bidder shall abide by the Code of Conduct (http://www.bernco.gov/code_of_conduct) of the County as it applies to the successful Bidders interactions with the County. Any violation of the Code of Conduct shall be considered a breach of the Agreement (a draft of the proposed Agreement is included beginning on page 14).
8. **EVALUATION:** The evaluation period for this bid is ninety (90) consecutive calendar days, following the bid opening. Bids may not be rescinded during this period except for good cause and with the written approval of the Purchasing Department. The County, in evaluating bids reserves the right to use any assistance deemed advisable.
9. **INCREASED OR DECREASED QUANTITIES:** The County reserves the right to increase or decrease the quantities of items of tangible personal property, services or construction to be provided within the terms of the agreement and at the same prices, with the consent of the Contractor.
10. **REJECTION AND CANCELLATION:** The County reserves the right to reject any or all bids, cancel this RFB when it is in the best interest of the County, or to waive any and all informalities and irregularities.
11. **BASIS OF AWARD:** The County reserves the right to award this RFB to the bidder whose total cost of bid items 1-4 is the lowest, best, and most responsible bid meeting the specifications excluding applicable gross receipts tax. Bidders must submit a bid on all bid items 1-6 to be considered responsive.
12. **APPLICATION OF PREFERENCES:** Pursuant to the requirements set forth in §13-1-21 NMSA 1978 and §13-1-22 NMSA 1978, for those Bidders who submit a valid preference certificate issued by the Taxation and Revenue Department and the required Resident Veterans Preference Certification, the following preferences shall apply:
 - A **Resident Business:** bid shall be five percent lower than the bid actually received.
 - B. **Resident Veteran Business:** with annual revenue of one million dollars (\$1,000,000) or less to be ten percent lower than the bid actually submitted; with annual revenues of one million dollars (\$1,000,000) but less than five million dollars (\$5,000,000) to be eight percent lower than the bid actually received; with annual revenues of five million dollars (\$5,000,000) or more to be seven percent lower than the bid actually received.
13. **MULTIPLE AWARD:** Bernalillo County reserves the right to award the Agreement to multiple contractors. Determination for awards shall be based upon the lowest total cost of all items listed within the “cost proposal” section and the bidder(s) abilities to meet the “minimum and submittal requirements” of the invitation to bid.
14. **PROTESTS:** Protests - In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Lisa Sedillo-White, Purchasing Director
Purchasing Department, Room 10010
One Civic Plaza, NW
Albuquerque, NM 87102

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

15. **CONFIDENTIALITY/PUBLIC RECORDS:** Confidential data is normally restricted to confidential financial information concerning the Bidders organization and data that qualifies as trade secrets in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7 NMSA 1978, or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. With the exception of the aforementioned, information and materials received by the County in connection with this RFB response shall be deemed to be public records, subject to public inspection, upon award of the RFB and execution of an Agreement by the County Commission or their designee. If the Bidder believes any of the information contained in its response is exempt from the Public Records Act, then the Bidder, must identify the material which is deemed to be exempt and cite the legal authority for the exemption. Any pages of the bid on which the Bidder has stamped or imprinted "proprietary" or "confidential" must be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.

The County's determination of whether an exemption applies shall be final, and the Bidder agrees to defend indemnify and hold harmless the County elected officials, employees and agents against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records.

16. **SPECIFICATIONS:** Specifications stated in this request are not intended to exclude any Bidder. Where a product is characteristic of a sole manufacturer, or when a brand name is indicated, it shall be defined to mean as "least acceptable level", or "minimum quality required" by the County. If an item is bid other than specified which is considered comparable, the manufacturer's name and model number of that item must be specified. Sufficient performance specification and descriptive data must accompany the bid to permit thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid.
17. **RECEIPT OF BIDS:** Bids received after the deadline will not be accepted. The date-time stamp located in the Purchasing Department will be used to record receipt of the bid and is the only acceptable evidence to establish the time of receipt of bids.
18. **NUMBER OF BID SUBMITTALS**
- Bidders may submit only one (1) bid in response to this RFB.
19. **NUMBER OF COPIES:** Bidders shall deliver one (1) original plus one (1) identical copy of their bid submittal to the location specified on the cover page of this bidding document.
20. **QUESTIONS:** If additional information regarding this bid or the procurement process is required, please contact James Zamora at 505-468-7395 (telephone), 505 468-7067 (facsimile) or e-mail jamora@bernco.gov
21. **INSURANCE REQUIREMENTS:** Insurance is required of the Contractor in the limits identified in the Draft Agreement, Section 12, attached hereto.
22. **W-9 INFORMATION:** Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the County is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the successful Bidder; according to Federal Income Tax Law (Internal Revenue Code, Section 3406), failure to furnish this information promptly and correctly (within 30 days) may result in a \$50.00 penalty imposed by the Internal Revenue Service. In addition, the Internal Revenue Service may require the County to withhold 28% of payments made, if the information is not furnished by the successful Bidder.

If the successful Bidder's business is classified as a corporation, tax-exempt organization, government agency, or other exempt payee, the County will not file an Annual Information Return (Form 1088 Misc.) on your behalf. However, the law requires your TIN in addition to informing the County of payee type. If classified as an individual or sole proprietor, the TIN is your Social Security Number; otherwise, your Federal Employer Identification Number serves as your TIN.

EXCEPTIONS

RFB #30-16-JZ

In the interest of fairness and sound business practices, it is mandatory that you state any exceptions to the specifications and/or scope of work. It is not the responsibility of the County to seek out information concerning the goods to be furnished. If your bid does not meet or exceed all of the stated specifications, you must so state on the space provided below, with an explanation:

I do _____ do not meet specifications _____

Authorized Signature and Title

Telephone Number

SCOPE OF SERVICES
RFB 30-16-JZ
ARMORED VEHICLE SERVICES

- A. The Bernalillo County Purchasing Department, on behalf of the Treasurers Department, is requesting sealed bids from prospective bidders for Armored Vehicle Services for all pickups and deliveries of daily cash, currency and check deposits for all Bernalillo County Departments.
1. Contractor shall pick up daily cash, currency and check deposits at the current location of the County Treasurer's Cashiering Office (listed below), Monday through Friday (with the exception of County Holidays) between 1:00 p.m. and 3:30 p.m.
 2. Contractor shall pick up daily cash, currency and check deposits at the current location of the County Metropolitan Detention Center (listed below), Monday through Friday (with exception of Banking Holidays) between 9:00 a.m. and 11:00 a.m.
 3. Contractor shall pick up daily cash, currency and check deposits at the current location of the County Public Works Division – Transfer Station (listed below), Monday through Sunday – seven days a week (with the exception of County Holidays) between 10:00 a.m. and 12 p.m.
 4. Contractor shall pick up daily cash, currency and check deposits at the current location of the County Public Works Division – Curbside (listed below), Monday through Friday (with the exception of County Holidays) between 12:01 p.m. and 3:30 p.m.
- B. In accordance with Bernalillo County Administrative Instruction No. 57 Collection of Monies and Handling Requirements (See Attachment A), the Contractor shall deliver deposits the same day as pickups to the Fiscal Agent, Wells Fargo Bank, N.A.; at the current location of their main vault (listed below) prior to 4:00 p.m. Contractor shall hold the pickups from Saturday and Sunday in their vault and deposit them first thing Monday morning.
- C. Locations of Bernalillo County Offices and Fiscal Agents are subject to change.
- D. The Bernalillo County Treasurer's Office will verify the invoices. Bernalillo County will pay the Fiscal Agent and the Contractor will be paid by the Fiscal Agent for these services.
- E. Current County pick up locations are as follows:
- | | |
|---|---|
| <p>Bernalillo County Treasurer's Office
 One Civic Plaza NW, Basement
 Albuquerque, NM 87102</p> <p>Bernalillo County Public Works Division
 Solid Waste Program - Transfer Station
 711 Highway 333
 Tijeras, NM 87059</p> | <p>Bernalillo County Metropolitan Detention Center
 100 Deputy Dean Miera Drive SW
 Albuquerque, NM 87151</p> <p>Bernalillo County Public Works Division
 Solid Waste Program – Curbside
 2400 Broadway SE, Building N
 Albuquerque, NM 87102</p> |
|---|---|
- F. Fiscal Agent location:
- | | |
|--|---|
| <p>Wells Fargo Bank, N.A.
 200 Lomas Blvd. NW
 Albuquerque, NM 87102</p> | <p>Main Vault Location:
 Wells Fargo Bank, N.A.
 7021 Jefferson Street NE, 1st Floor, Suite B
 Albuquerque, NM 87109</p> |
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PRICING SECTION
RFB #30-16-JZ
Armored Vehicle Services

The Contractor will provide services for the Scope of Services description above for the per month amount of:

Item	Description	Bid Price (Bid shall include all fees)
1	TREASURER'S OFFICE: BASE BID PER MONTH (excluding applicable Gross Receipts Tax.)	\$ _____ (Bid shall include all fees)
2	METROPOLITAN DETENTION CENTER: BASE BID PER MONTH (excluding applicable Gross Receipts Tax.)	\$ _____ (Bid shall include all fees)
3	PUBLIC WORKS – SOLID WASTE DEPARTMENT – TRANSFER STATION: BASE BID PER MONTH (excluding applicable Gross Receipts Tax.)	\$ _____ (Bid shall include all fees)
4	PUBLIC WORKS – SOLID WASTE DEPARTMENT – CURBSIDE PROGRAM: BASE BID PER MONTH (excluding applicable Gross Receipts Tax.)	\$ _____ (Bid shall include all fees)
	TOTAL BASE BID ITEMS 1 - 4 (excluding applicable Gross Receipts Tax)	\$ _____ (Bid shall include all fees)
ADDITIONAL PRICING		
5	PRICE PER <u>MONTH</u> FOR <u>ADDITIONAL PICK UP</u> IF NEEDED: If an additional pickup is needed for an existing location outside the normal schedule, Contractor shall charge (excluding applicable Gross Receipts Taxes): TREASURERS OFFICE: METROPOLITAN DETENTION CENTER: PUBLIC WORKS – TRANSFER STATION: PUBLIC WORKS – CURBSIDE PROGRAM:	(Bids shall include all fees) \$ _____ \$ _____ \$ _____ \$ _____
6	PRICE PER <u>DAY</u> FOR <u>ADDITIONAL PICK UP</u> IF NEEDED: If an additional pickup is needed for an existing location outside the normal schedule, Contractor shall charge (excluding applicable Gross Receipts Taxes): TREASURERS OFFICE: METROPOLITAN DETENTION CENTER: PUBLIC WORKS – TRANSFER STATION: PUBLIC WORKS – CURBSIDE PROGRAM:	(Bid shall include all fees) \$ _____ \$ _____ \$ _____ \$ _____
7	PRICE PER MONTH/DAY FOR <u>ADDITIONAL PICK UP LOCATIONS</u> AS NEEDED: If additional County department pick up locations are needed during the term of the Agreement, Contractor will negotiate such pricing with County and a written amendment to the Agreement must be agreed upon by all parties.	

8	<p>PRICE FOR CONTRACTOR MISSED PICKUP'S AND FAILURE TO DEPOSIT PROPERLY: If Contractor fails to "pick up" according to the schedule and/or fails to deposit according to the Administrative Instruction 57; Contractor MUST issue a credit for EACH missed pickup and/or failure to deposit properly to the applicable location within 30 days. Credit must be prorated according to the Bid Prices for each specific location (See Items 1-6 above).</p> <p>Missed pickups and/or failure to deposit according to the Administrative Instruction 57 for "Additional Pick up Locations" added in accordance to Item 7 above, the Contractor MUST issue a credit for EACH missed pickup and/or failure to deposit properly to the applicable location within 30 days. Credit must be prorated according to the negotiated prices incorporated in the contract amendment.</p>	
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BASIS OF AWARD: The County reserves the right to award this RFB to the bidder whose total cost of bid items 1-4 is the lowest, best, and most responsible bid meeting the specifications excluding applicable gross receipts tax. Bidders must submit a bid on all bid items 1-6 to be considered responsive.

Name of Company: _____

Business Address: _____

City State Zip Code
 Phone Number: _____ Fax Number: _____

Email Address: _____

By: _____
 Authorized Signature Date

 Print Name

State Taxation & Revenue Department Taxpayer Identification Number: _____

Federal Taxpayer Identification Number: _____

DRAFT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and _____, (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Bids for Armored Vehicle Services, RFB No. 30-16-JZ, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Bid, dated _____ 2016, in response to RFB No. 30-16-JZ, attached hereto as Exhibit B; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

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

1. Scope of Work

As set forth in the Scope of Work section of RFB No. 30-16-JZ, attached hereto as Exhibit A and incorporated herein by reference and made a part of this Agreement. **(OR)** attached hereto as Exhibit A as supplemented by Exhibit B both of which are incorporated herein by reference and made a part of this Agreement.

2. Term

This Agreement shall become effective upon the date of final execution and shall continue for two (2) years with the option to renew for one (1) additional two (2) year term, upon mutual agreement of the County and Contractor, unless terminated by either party pursuant to the termination provisions contained in this Agreement. The entire agreement shall not exceed 4 years in duration.

3. Use of Contract

With the consent of the Contractor, other Central Purchasing Departments (NMSA 1978, §13-1-129) may purchase under this Agreement, provided that the goods are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Department and the Contractor.

4. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to cancel the Agreement. The County reserves the right to recover any excess cost incurred by the repurchase by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

Bernalillo County Purchasing Department
One Civic Plaza NW, Room 10010
Albuquerque, NM 87102

The official address of the Contractor is:

5. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon the County Commission making the appropriations and authorizations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

7. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

8. Compensation and Method of Payment

- A. The County will pay to the Contractor in full payment for services rendered, the sum of \$_____ or at the rates listed in Exhibit ____, attached hereto, plus applicable New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.
- B. Method of Payment: Upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in NMSA 1978, §13-1-158.
- C. Invoices shall be mailed, faxed, or e-mailed to: Bernalillo County Accounts Payable Office, One Civic Plaza NW, Albuquerque, New Mexico 87102, Fax Number (505-468-7201) or E-Mail Address: accountspayable@berncoco.gov.

9. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable by it for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax, as applicable.

10. Personnel

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the Scope of work as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The Scope of work required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the Scope of work shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such Scope.
- C. None of the Scope of Work covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the Scope of Work subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

11. Indemnity

The Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.

12. Insurance

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the Bernalillo County Purchasing Department, One Civic Plaza N.W., 10th Floor, Room 10010, Albuquerque, New Mexico, 87102 in the event a policy has been materially changed or canceled. For procurements that exceed \$20,000, an Additional Insured Endorsement Form is required.

A. Workers Compensation

Part I. Workers Compensation – Statutory

Part II. Employers' Liability - \$1,000,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Bernalillo County) and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

B Commercial General Liability on ISO form CG 0001 0798 or equivalent.

Bodily Injury/Property provided by the Contractor may be terminated effective immediately.

Damage: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

Property Damage Liability Insurance shall not exclude Explosion – Collapse – Underground Coverage (XCU)

Products/Completed Operations: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

C. Pollution Legal Liability - \$1,000,000 Each Occurrence: (If Applicable)

D. Business Automobile Liability

Combined Single Limit - \$1,000,000 Each Occurrence on ISO CA0001 1001 or equivalent.

Pollution Liability (form MCS90) for Transportation exposure - \$1,000,000 Each Occurrence. (If Applicable)

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

E. Independent Contractors: Included

F. Contractual Liability: Included in Commercial General Liability

G. Professional Liability: (if applicable) \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

13 Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

14. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

16. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

17. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

18. Conflict of Interest

The Contractor 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 of work required under this Agreement.

19. Scope of Agreement

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

20. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 4 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 4 herein.

21. Pay Equity Reporting

If, this Agreement extends beyond one (1) calendar year, or is extended beyond one (1) calendar year, the Architect must agree to complete and submit the required "Pay Equity Reporting Form" within thirty (30) calendar days of the anniversary date of the execution of the Agreement.

22. Code of Conduct

The Contractor agrees to abide by the Code of Conduct (www.bernco.gov/code_of_conduct) of the County as it applies to Contractor's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of this Agreement.

23. Compliance with Applicable Law

Contractor shall comply with all applicable laws, ordinances, and codes, of the federal, state, and local governments.

24. Applicable Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

25. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

26. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

27. Changes

The County may, from time to time, request changes in the Scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

28. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

29. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

30. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

31. Penalties

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

32. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

33. Approval Required

This Agreement shall not become effective or binding until approved by the Bernalillo County Board of County Commissioners or the Bernalillo County Manager.

34. Facsimile/Electronic Signature

A signature sent by facsimile or electronically shall have the same legal effect as if the original has been signed in person.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the last date of execution shown below.

APPROVED AS TO FORM:

COUNTY OF BERNALILLO:

County Legal Department Date

County Manager Date

CONTRACTOR:

By: _____
Date

New Mexico Gross Receipts Tax #

Federal Tax #

Resident Veterans Preference Certification

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

Please check one box only

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

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this 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 I 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 unaward of the procurement involved if the statements are proven to be incorrect.



Effective July 01, 1992

Reviewed April 08, 2008
Revised June 02, 2008

ADMINISTRATIVE INSTRUCTION NO. 57
Collection of Monies And Handling Requirements
(Formerly Titled Cash Collection and Cash Handling Requirements)

PURPOSE: To provide guidance to Bernalillo County Departments and Elected Officials regarding the collection of monies, handling requirements and procedures, and internal controls.

GENERAL GUIDELINES: County employees who receive Bernalillo County monies are responsible for the collection, safekeeping and deposit of all monies entrusted to them.

All monies must be deposited in an authorized bank account; no bank accounts may be set up except those established by the Treasurer with the consent and approval of the Board of County Commissioners (BCC).

It is the responsibility of every County employee in charge of receiving monies on behalf of the County to deposit the monies with the County Treasurer's Office daily or within 24 hours at a designated bank branch. Designated banks are banks approved by the Treasurer's Office with the advice and consent of the BCC. No checks shall be cashed, no purchases shall be made, and no substitution of cash, checks or other documents shall be made from the actual monies received. New Mexico State Statutes (NMSA1978) Sections 30-16-6 Fraud and 30-16-8 Embezzlement provide criminal penalties for anyone convicted of embezzling or converting to his or her own use anything of value by means of fraudulent conduct, practices or representations.

All cash shortages greater than \$5.00 shall be reported immediately in writing to the Accounting Director who will then inform the Deputy County Manager for Budget and Finance. In accordance with Section 2.2.2.10 K(3). NMAC (New Mexico Administrative Code), the Deputy County Manager for Budget and Finance or his designee shall notify the State Auditor immediately, in writing, upon discovery of any possible criminal statute violation in connection with its financial affairs.

DEFINITIONS: The term "monies" or "funds" is defined to include cash, checks, credit card payments, money orders and other negotiable instruments whether received in person, by mail, by telephone, by facsimile (fax), or electronically.

A. Minimum Standards for Receipting Systems

ATTACHMENT A

1. All County employees receiving monies for the County shall make a receipt in not less than duplicate form which shall show the amount received, date of payment, what the payment is for (e.g., water/sewer payment, zoning permit, etc.) and account for which payment is made. One copy shall be made available to the person making payment. All cash collections in the County must be recorded in the County-approved electronic system.
2. All cash receipting systems should include the following procedures and controls:
 - a. Issue pre-numbered receipts or cash register receipt at time payment is made. Departments will not issue multiple receipts for the same transaction.
 - b. Display sign at all receipting areas that customer is to contact the Accounting Department if customer is not given a receipt.
 - c. Immediate cancellation of checks with the County's "for deposit only" stamps by hand or electronic scanning of checks.
 - d. Daily deposit of cash received to either the Treasurer's Office or the designated local bank branch within 24 hours of receipt or before the close of the next succeeding business day. Employees are not allowed to "drop off" the deposit at the Treasurer's Office. Employees must wait for a treasurer's receipt. Monies received over the weekend or on holidays will be deposited as soon as possible on the next regularly scheduled County workday.
 - e. Deposit slips from the bank branch or Treasurer's Office must be retained for reconciliation purposes.
 - f. Record of daily cash receipting transactions must be retained for three years after the close of the fiscal year in which created in accordance with **Administrative Instruction No. 34 (A), Bernalillo County Public Records Retention Schedule.**

B. Internal Controls

Internal control is necessary to prevent or detect any possible errors or irregularities involving monies. It is the responsibility of each department and office to maintain effective internal controls over the receipting of County monies. Internal controls require accountability to be maintained by issuing pre-numbered receipts, or cash register or electronic receipts that have assigned numbers; immediately recording payment transactions; immediately canceling checks with a County "for deposit only;" limiting access to monies; and reconciling accounts as outlined below.

1. Circumstances and Guidance on Payment Transactions

a. Person Paying is Present

When monies are received in the presence of the person making payment, the recording of the transaction must take place immediately by using a cash register or other locked mechanical device with each payment recorded

ATTACHMENT A

separately, or issuing pre-numbered printed receipts from the County-approved electronic system.

b. Mail or Collection Box Payment

When the recording of monies cannot be observed by the person making payment, two (2) Department staff members must be present when opening mail; or emptying collection boxes or similar containers that produce no automatic record. Two staff members will also be present when recording monies.

c. Phone/Fax/Electronic Payment

When payment is made by phone/fax/electronically, the information is recorded in the County-approved electronic system. A copy of the receipt for payment shall be mailed or provided electronically to the person who made the payment.

2. Check Endorsement and Returned Checks

a. Checks must be payable to Bernalillo County. All checks must be restrictively endorsed "for deposit only" immediately upon receipt by hand stamping or by scanning, for those departments with scanning machines. The County's endorsement renders the check non-negotiable and must be stamped on the back of all checks. The endorsement stamp must contain certain required information and stamps may be obtained from the Treasurer's Office. Departments must use the current endorsement stamps.

b. Departments shall establish and implement accounting and collection procedures for all returned checks. Each Department will develop guidelines for handling various types of returned checks such as "stop payment," "refer to maker," returned for insufficient funds (NSF), etc. Upon review of the particular situation, the Department will take steps to secure payment for the amount of the returned check, plus any fees, if appropriate.

c. When a check has been determined to be uncollectible for insufficient funds (NSF), payment by certified check or money order, plus a \$25 fee, will be required of the payee. Department staff shall be assigned to monitor and update the NSF account, and to ensure that collection of monies occurs. Departments will be responsible for reversing the revenue recorded at time of check receipt until such time that full payment of the debt and fee have been made.

3. Limiting Access to Monies

a. Access to monies must be restricted to the employee responsible for the monies. Responsibility for safekeeping of receipted monies until deposited must be specifically included in the employee's job duties and acknowledged by the employee as a job duty. Each Department is responsible for developing and implementing procedures for handling monies in the event that such employee(s) is absent. Separate cash drawers should be used to accommodate multiple employees receiving money. All monies received

after the daily deposit must be placed in a secure location.

4. Reconciliation

- a. Departments are responsible for reconciling their accounts as reported in the electronic system.

C. Funds on Hand

1. Change Fund

Departments that need to retain cash on hand for making change must request approval from the Deputy County Manager designee for Budget and Finance/designee by sending a memorandum with a justification for the amount requested to the Accounting Department. Change funds should only include cash and must be intact at all times. Overages and shortages must be recorded immediately upon discovery. If the change fund is not used for a large portion of a year, the monies shall be deposited until needed again, and a copy of the deposit slip with a brief memo shall be sent to the Accounting Department.

2. Petty Cash

- a. Departments must obtain written approval from the Accounting Department to operate a "Petty Cash Fund."
- b. Departmental Petty Cash Custodians are responsible for requesting funding from Accounts Payable to establish their Petty Cash Funds.
- c. Departmental Petty Cash Custodians are responsible for reconciling and requesting replenishment of petty cash funds.

D. Cash Gifts

1. All gifts of cash to the County must be reported to the Deputy County Manager for Budget and Finance.