



**Finance Department**  
100 N. Main, Suite 11  
Lovington, NM 88260

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E-mail: [kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net)

LEGAL NOTICE OF REQUEST FOR PROPOSALS  
LEA COUNTY, NEW MEXICO

EMPLOYEE TIME & ATTENDANCE SYSTEM

PROPOSAL #05 – (16-17)  
DUE DATE: FEBRUARY 15, 2017

NIGP Codes: 1956729, 1956830, 6052428, 2085124, 2096419

The Lea County Board of County Commissioners will receive sealed proposals in the Finance Department, Fourth Floor, Courthouse, Lovington, New Mexico, for an Employee Time and Attendance System.

For copy of "Requests for Proposals", possible future addenda, and any questions please visit Lea County's web site at [www.leacounty.net/p/254](http://www.leacounty.net/p/254) or contact the Finance Department, Courthouse, 100 N. Main, Suite 11, Lovington, NM 88260-4030, (575) 396-8521, Ext. 2356; [kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net)

Ron Black, Chairman

Hobbs Daily News-Sun

January 11, 2017

**TERMS AND CONDITIONS**  
**LEA COUNTY, NEW MEXICO**

**EMPLOYEE TIME & ATTENDANCE SYSTEM**

PROPOSAL # 05 - (16-17)

DUE DATE: February 15, 2017 - 3:00 P.M.

1. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
2. **Please submit one (1) original, three (3) hard copies, and one (1) electronic copy of your proposal.** All proposal copies will be enclosed together and sealed in one envelope/package, addressed and delivered to: The Finance Department, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030 by 3:00 p.m. (local time) on the due date. Please mark the outside of the envelope " PROPOSAL #05 ". **It is the offeror's responsibility to see that the proposal arrives on time. Late proposals, faxes, and emails will not be accepted.**
3. All firms submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County. Any form of contract which an offeror would expect the County to execute if it were awarded the project must be attached. It may not conflict with any provision contained in the Request for Proposals package.
4. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
5. Contents of any proposal will not be disclosed upon opening so as to be available to competing offerors during the negotiation process.
6. Proposals will be evaluated according to factors set forth on the attached sheet. Each factor will be given the weight indicated.
7. The County reserves the right to waive technical irregularities in the form of the proposal which do not alter the quality or quantity of the services, and the County may reject any or all proposals when it is the best interest of the County to do so.
8. A multi-term proposal is being sought. The County's payment and performance obligations for succeeding fiscal periods will be subject to the availability and appropriation of funds. Multi-term proposals must have a provision allowing the County to terminate the agreement at will at any time, without penalty. There must be no "equitable or moral" duty to continue to make payments under the proposal.

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9. The Lea County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 will apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation. In addition, criminal laws prohibit bribes, gratuities and kickbacks.
10. In submitting this proposal, the offeror represents the offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are part of this Request for Proposals.
11. In signing this proposal, the Offeror certifies that there has been no direct or indirect action in restraint of free competitive bidding in connection with this proposal submitted to Lea County.
12. The County will negotiate a contract with the highest qualified business as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In the event that an agreement is not reached, Lea County will go with the second highest qualifier and so forth. Pursuant to Section 13-1-22 NMSA 1978, Lea County will award additional points equivalent to: (1) five percent of the total possible points to a resident veteran business; or (2) ten percent of the total possible points to a resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.
13. This agreement is subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The rights and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it will not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

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14. The offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by any employee or person, including wrongful death, or damage to property as a result of any negligence, misconduct or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this contract.
15. It is expressly agreed and understood that the offeror is not authorized to act as an agent of the County or to enter into any contract on behalf of the County. It is also acknowledged that the offeror, its agents and employees, by virtue of award of this proposal, are not entitled to any fringe benefits available to the employees of Lea County.
16. The County may prematurely terminate this Contract if the Finance Director judges that the offeror has inadequately or unsatisfactorily met its obligation under this Contract. This agreement may be terminated by any party for cause upon 30-days written notice to the other participants in the contract. As used herein, the term "cause" will mean a material breach of the Agreement by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from this Agreement, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice will detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).
17. The offeror agrees not to assign this Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County. The offeror is forbidden from using non-employees.
18. Award of the proposal will not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
19. Upon award, the agreement between offeror and the County will be governed by the laws of the State of New Mexico and enforced in the Fifth Judicial District Court.
20. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why.

**TERMS AND CONDITIONS**  
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20. The County's policy on requests for copies of proposal information is as follows:
- a) Terms and Specifications are available at no charge to vendors who will be responding directly to bids or proposals.
  - b) Submit a written request detailing what information you would like to receive.
  - c) There will be a charge of \$1.00 per page by check / money order made payable to Lea County at the following address:

Lea County  
Finance Dept.  
100 North Main, Suite 11  
Lovington, NM 88260

The fee must be paid before the information is released.

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

**Finance Director**  
**Lea County Courthouse**  
**100 N. Main, Suite 11**  
**Lovington, NM 88260**

**SPECIFICATIONS AND CONTRACTUAL ITEMS**  
**LEA COUNTY, NEW MEXICO**

**EMPLOYEE TIME & ATTENDANCE SYSTEM**

PROPOSAL # 05 - (16-17)

DUE DATE: February 15, 2017 - 3:00 P.M.

**I. GENERAL INFORMATION**

- a. The Lea County Board of County Commissioners is soliciting proposals for an Employee Time and Attendance System.
- b. Lea County has approximately 336 full-time employees and a range of 20 to 30 part-time/seasonal employees. Lea County is split into nineteen General Fund Departments, twelve Special Revenue Fund Departments, and three Proprietary Fund Departments (see attached list).
- c. Employees are paid on a bi-weekly basis, and are considered either hourly or salaried. Several different work schedules and pay codes are utilized depending on the department. Lea County has multiple pay codes that are at times mixed, but not limited to: regular, overtime, straight-time-overtime, longevity incentives, payback, benefits deductions, and garnishments. The County's policy has the following days that are paid as if worked: holidays, personal leave, bereavement, military leave, and jury duty.
- d. Lea County's financial system is owned and operated by Triadic Enterprises, a New Mexico based company. For a vendor to be considered, the product must show ability to integrate with the Triadic system for accurate payroll processes and financial records. The vendor will be required to work closely with the County's Information Systems staff in assuring the hardware and software proposed will in no way compromise the security of the County's systems.
- e. The State Purchasing Division for the State of New Mexico has adopted a standard classification NIGP Commodity Code for all New Mexico Expenditures. The following codes are applicable to this RFP:
  - i. 1956729 – Time and Attendance Data Collection Systems
  - ii. 1956830 – Time Clocks and Recorders, Accessories, and Parts
  - iii. 6052428 – Date and Time Machines and Parts
  - iv. 2085124 – Human Resources Software
  - v. 2096419 – Personnel Software

**SPECIFICATIONS AND CONTRACTUAL ITEMS**  
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**II. FORMAT OF THE SUBMITTED PROPOSAL**

**A. The Technical Proposal**

**1. The Firm**

- a. Name and address of firm.
- b. Contact personnel that Lea County should contact for questions and clarifications concerning your company's proposal. Include a phone number, fax number, and e-mail address.
- c. A brief history of the firm to include the total number of years your firm has been in the business supplying the product being requested in the RFP.
- d. Organizational structure of the firm including subsidiaries, partnership, or parent firm. Include the total number of full-time employees and number staff that will be supporting this product with your submission.
- e. Listing of office locations, specifically the office(s) that will be providing technical support. Please list the days and hours of availability for support purposes.
- f. Your approach to problem resolution and how your firm will deal with issues as they arise during the installation and after. Names of who would support any time capturing devices, if the County decides to purchase them.
- g. List any outstanding litigation regarding the program being quoted on this RFP.

**2. References and Clients**

- a. A representative listing of references that Lea County may contact. Please include references where the firm has performed and completed engagements similar to this RFP. Please include at least three references and preferably five, including the length of the relationship and contact information for each reference.
- b. County and City government references would be preferable.
- c. List the size of the employee base of the references using the product.

**3. The Technical Proposal**

- a. Please provide a specific response to each of the requirements listed in Section III on Attachment #1. Failure to respond positively to any of the Mandatory items may eliminate your proposal from any further consideration.

**SPECIFICATIONS AND CONTRACTUAL ITEMS**  
**LEA COUNTY, NEW MEXICO**

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4. Specify the minimum, recommended, and optimal server and storage hardware required to support the system, assuming current employment of 336 full-time employees, which potentially over time could increase, with part-time/seasonal employees considered. Specific list to include: information needed, space, equipment, staff, or other resources to complete this project and what Lea County will need to provide.
5. A signature and title of an officer or other individual of your firm authorized to enter into contracts on the firm's behalf.

**B. The Cost Proposal**

1. A description of the services offered by the firm and the billing rates for these services in accordance with the requested services as described in the RFP.
  - a. A description of the software.
  - b. A description of the travel schedule and associated travel, lodging, per diem expenses for the firm's staff who will be onsite in Lea County to install and customize the system for successful installation. If multiple trips are necessary, please specify number and cost for each.
  - c. A description of the training expenses, assuming all training and installation is held at points of installations.
  - d. Cost of any specialized equipment called in for the proposal and length of the warranty on the equipment. If warranty exists on equipment, indicate what will void the warranty.
  - e. If subcontractors are intended in the proposal, provide all details on them as asked from your firm in Section II.A. (1). Also provide what part of the process they will be completing.
  - f. A description of the licensing, maintenance, and support fees associated with the software proposed in the RFP. These fees should be listed as follows:
    - i. Total fees for the first year.
    - ii. Total fees for a three (3) year period.
    - iii. Total fees for a four (4) year period.
    - iv. Total fees for a seven (7) year period.
2. Lea County is not responsible for any costs a vendor incurs in responding to this RFP.



**SPECIFICATIONS AND CONTRACTUAL ITEMS**  
**LEA COUNTY, NEW MEXICO**

**EMPLOYEE TIME & ATTENDANCE SYSTEM**

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**III. REQUIREMENTS**

Please provide a specific response to each of the requirements set out in Section III of this RFP on Attachment #1. Failure to respond positively to any of the Mandatory items may eliminate your proposal from any further consideration.

See Attachment #1, this must be filled out and returned as part of your response to the RFP.

**IV. EVALUATION CRITERIA**

In making the selection, Lea County will not only consider cost but also the proposal with the best combination of attributes that provides the desired solution, in opinion of the County.

As part of the evaluation process, the vendor may be requested to demonstrate the system before a group of end users. Any information gained during the presentation(s) may be used in the evaluation of your proposal. The County is under no obligation or requirement to request vendor presentations or entertain vendor presentations.

Consideration will be given to the following criteria:

- Vendor Qualifications and Experience (15%)
- Ability to merge seamlessly with existing financial software (30%)
- Client references (10%)
- Information provided on Attachment #1 (30%)
- Cost Proposal (15%)

**SPECIFICATIONS AND CONTRACTUAL ITEMS**  
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**EMPLOYEE TIME & ATTENDANCE SYSTEM**

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**V. OTHER ITEMS**

The selection of a successful proposal shall be at the sole discretion of Lea County. No proposed agreement between the County and any proposer shall be effective until signed by the County Manager or appropriate County Official.

In submitting a proposal, each proposer acknowledges that the County shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of County Commission or County action approving or disapproving any agreement without limitation.

Nothing in this request for proposal or in subsequent negotiations creates any vested rights in any vendor.

Payment will be made upon receipt of detailed invoices listing specific activities for which the charge is being made.

Relationship of Parties: The vendor shall perform its obligations hereunder as an independent contractor of the County. The County may administer the contract and monitor the vendor's compliance with its obligations hereunder. The County shall not supervise or direct the vendor other than as provided in this section.

Nondiscrimination: The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or mental or physical handicap.

The vendor shall state, in all solicitations for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, and mental or physical handicap.

Permits, Laws, and Taxes: The vendor shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to perform its performance under this contract. Vendor should keep current all local and state licenses. All actions taken by the consulting firm under this contract shall comply with all applicable statutes, ordinances, rules, and regulations. The vendor shall pay all taxes pertaining to its performance under this contract.

Required Insurance: The vendor shall carry and maintain throughout the life of this contract, at its own expense, insurance not less than the amounts and coverage herein specified, and Lea County, its employees and agents shall be named as additional insured under the insurance coverage so specified and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the

County or its agents performing work in connection with the vendor's work, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to Lea County; these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the policy relative to this project shall become effective except upon 30 days prior written notice thereof to Lea County.

Prior to commencement of the work, the vendor shall furnish certificates to Lea County, in duplicate, evidencing that the Insurance Policy provisions required hereunder are in force. Acceptance by Lea County of deficient evidence does not constitute a waiver of contract requirements.

The vendor shall furnish Lea County with certified copies of policies upon request. The minimum coverages and limits required are as follows:

- Workers' Compensation insurance in accordance with the statutory coverages required by the State of New Mexico and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Commercial Shelf's Land Act.
- Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.
- Commercial Automobile Liability on all owned, non-owned, hired or rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
- Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
- If work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
- If work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$1,000,000 per occurrence.
- Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible of \$10,000 per claim. Lea County has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

Any deductibles or self-insured retentions must be declared to and approved by Lea County. At the option of the County, either: the insurance shall reduce or eliminate such deductibles or self-insured retentions as respects to the County, its officers, officials, employees, and volunteers; or the contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration and defense expense.

All insurance policies as described above are required to be written on an “occurrence” basis. In the event occurrence coverage is not available, the consulting firm agrees to maintain “claims made” coverage for a minimum of two years after project completion.

If the vendor employs second tier subcontractors to perform any work hereunder, the consulting firm agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section and to furnish copies thereof to Lea County. This requirement is applicable to subcontractors of any tier.

Any inquiries or requests regarding clarification of this procurement document shall be submitted to Procurement Officer Kathy McLaughlin *in writing*. Procurement Officer contact information is Kathy McLaughlin, 100 N. Main, Suite 11, Lovington, NM 88260, [kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net). Offerors may contact ONLY the Procurement Officer regarding questions or information on this “Request for Proposals”. Other County employees do not have the authority to respond on behalf of the County.

1.1 Offerors shall promptly notify the County Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP. Any response made by the County will be provided in writing to all Offerors by addendum. No verbal responses are authorized.

1.2 No Addendum will be issued later than three (3) days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposal or one which includes postponement of the date for receipt of Proposals.

**Offerors must submit an original + four (4) copies of their offer.**

**SAMPLE CONTRACT:** A sample Lea County contract is attached for your information. If you have a contract format that you usually use, please provide a copy with your offer.

The Terms and Conditions are incorporated herein by reference.

End of Specifications.



**OPTIONS, EXCEPTIONS, OR VARIATIONS**  
LEA COUNTY, NEW MEXICO

**EMPLOYEE TIME & ATTENDANCE SYSTEM**

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Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.

**1) THERE ARE OPTIONS, EXCEPTIONS, OR VARIATIONS.**

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Signature

**2) THERE ARE NO OPTIONS, ETC. LISTED.** The services offered on this Request for Proposal meet or exceed all specifications, terms and conditions as described in said Request for Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

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Signature

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

**“Prospective contractor”** means a person or business that 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 or business qualifies for a sole source or a small purchase contract.

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_



Purpose of Contribution(s)

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(Attach extra pages if necessary)

Signature

Date

Title (position)

**--OR--**

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

Signature

Date

Title (Position)

## Veterans / Resident Preference Certification

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

**Please check one box only**

### **Veteran Resident Businesses:**

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

### **Resident Businesses:**

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

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

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

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

**Resident Business/Veteran Business Certificate Number:** \_\_\_\_\_

\_\_\_\_\_  
(Signature of Business Representative)\*  
*Must be an authorized signatory for the Business.*

\_\_\_\_\_  
(Date)

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

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

## **Related Party Disclosure Form**

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Lea?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Lea and have you had any of the following transactions since January 1, 2008, to which Lea County was, is to be, a party?

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

\_\_\_\_\_  
\_\_\_\_\_

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Lea?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

4. At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Lea?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

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

**Signature of Owner or Company President:** \_\_\_\_\_ **Date** \_\_\_\_\_

**(Print Name and Title):** \_\_\_\_\_

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

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

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

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

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Signature of Authorized Representative

Date

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Typed Name & Title of Authorized Representative

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# NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_)

County OF \_\_\_\_\_)

\_\_\_\_\_ (name) being first duly sworn, deposes and says

that he/she is (title) \_\_\_\_\_

of (organization) \_\_\_\_\_

who submits herewith to the County of Lea, a proposal:

That all statements of fact in such proposal are true:

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

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

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

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

By: \_\_\_\_\_

Title \_\_\_\_\_

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

Notary Public: \_\_\_\_\_

My Commission Expires:

CONTRACT # \_\_\_\_\_  
Effective Date: \_\_\_\_\_

### LEA COUNTY CONTRACT FOR GOODS AND SERVICES

This Contract is entered into between Lea County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Lea County.

**Contractor Legal Name:** \_\_\_\_\_

**Services Summary Description:** \_\_\_\_\_

**Initial Period of Performance shall be through:** \_\_\_\_\_

**Pre-GRT, Total Annual Charges to this contract may not exceed:** \_\_\_\_\_

This Contract complies with New Mexico and County procurement requirements as follows:

☐ RFP # \_\_\_\_\_, ☐ BOCC approval date \_\_\_\_\_

☐ Bid # \_\_\_\_\_, ☐ BOCC approval date \_\_\_\_\_

☐ "Qualified" Professional Service, \$60,000 or less annually. Qualifications attached.

☐ Three Written Quotes \$60,000 or less annually. ☐ \$20,000 or less annually.

☐ Sole – Source ☐ Emergency Procurement

☐ Other: Revenue; non-financial MOA; or \_\_\_\_\_

**No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.**

**NOTICES:** All correspondence regarding this contract shall be sent to:

Lea County Government	Contractor:
Department:	ATTN:
ATTN:	Title:
Street: 100 N. Main, Ste 4	Street:
City, State, Zip: Lovington, NM 88260	City, State, Zip:
Phone:	Phone:
Fax:	Fax:
Cell:	Cell:
Email:	Email:

**ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED:** For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an "as ordered" basis. No funds are obligated under

Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an “as needed” basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

**ARTICLE 2 - CONTRACT DOCUMENTS:** The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor’s responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County’s solicitation documents, and the Contractor’s response to the solicitation, in that order, shall control the interpretation of the parties’ respective rights and obligations.

**ARTICLE 3 - PERIOD OF PERFORMANCE:** The period of performance of this Contract shall commence \_\_\_\_\_ **or date of last signature, whichever is later**, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation by the County, this Contract may be renewed for up to \_\_\_\_\_ additional years, not to exceed a total of \_\_\_\_\_ years.

**ARTICLE 4 - PLACE OF PERFORMANCE:** The Contractor shall provide the required services or goods for Lea County when and where appropriate or as required by the County.

**ARTICLE 5 - COST AND PAYMENT:** The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in “Notices” above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Lea County to the appropriate state agency.

**ARTICLE 6 - AMENDMENTS:** This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

**ARTICLE 7 - ASSIGNMENT:** The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

**ARTICLE 8 - BINDING EFFECT OF CONTRACT:** Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the

administrators, assigns, successors, and transferees of the contracting parties.

**ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW:** This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

**ARTICLE 10 - CONFIDENTIAL INFORMATION:** Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

**ARTICLE 11 - CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

**ARTICLE 12 - CONFLICTS OF LAW:** If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

**ARTICLE 13 - HIPAA COMPLIANCE:** As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

**ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:**  
**Non-Governmental Entity** The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of any kind resulting from or related to the Contractor's intentional acts, errors or omissions in the Contractor's performance under this contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the



term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

**Governmental Entity:** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

**ARTICLE 15 - INDEPENDENT CONTRACTOR:** Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

**ARTICLE 16 - INSURANCE:** For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractor's who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

**Required Insurance:** As specified in the **RFP, BID documents or Attachment A.**

**ARTICLE 17 - KEY PERSONNEL:** The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Key personnel may not be changed without prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department.

**ARTICLE 18 - MEDIATION:** In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

**ARTICLE 19 - MERGER OF PRIOR CONTRACTS:** This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged into this written Contract. No prior condition, contract, agreement, or understanding, verbal or

otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

**ARTICLE 20 - NON-APPROPRIATION:** The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

**ARTICLE 21 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK:** It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

**ARTICLE 22 - PARAGRAPH HEADINGS:** Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

**ARTICLE 23 - PERSONAL LIABILITY:** No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

**ARTICLE 24 - PROCUREMENT CODE:** The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

**ARTICLE 25 - PROPRIETARY INFORMATION:** All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

**ARTICLE 26 - RECORD KEEPING AND AUDITS:** The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

**ARTICLE 27 - RELEASE:** The Contractor, upon final payment of amounts due under this

Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

**ARTICLE 28 - SEVERABILITY:** If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

**ARTICLE 29 - SOVEREIGN IMMUNITY:**

**Non-Governmental Entity:** By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

**Governmental Entity:** By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

**ARTICLE 30 - SUBCONTRACTING:** This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be contracted, a statement of the individual(s) qualifications and a justification of the request to subcontract.

**ARTICLE 31 - TERMINATION:** The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

- a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.
- b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

**ARTICLE 32 - THIRD PARTY BENEFICIARY:** It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not

a party to the agreement to maintain a suit based upon this Contract.

**ARTICLE 33 - WAIVER:** Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

**ARTICLE 34 - DUPLICATE ORIGINALS:** This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

**SIGNATURES:**

**IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.**

**LEA COUNTY:**

\_\_\_\_\_  
County Manager

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \* \*

Contractor's NM Taxation and Revenue Department ID Number: \_\_\_\_\_

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work			Required all Contracts
Attachment B – Cost per Unit Service			Required all Contracts
Attachment C – Contribution Disclosure			Required all Contracts
Attachment D – Related Party Disclosure			Required all Contracts
Attachment E – Debarment Certification			Required all Contracts
Attachment F - Non Collusion Affidavit			Required all Contracts
Attachment G – Insurance Certificates			By Attachment A Specifications
Attachment H – 1. Business License(s) 2. Professional Licenses 3. Staff Resumes			1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts
Attachment I – Procurement Method			Purchasing Dept. Determines
Attachment J - Other			Purchasing Dept. Determines

## **ATTACHMENT #1**

### **Time and Attendance**

Lea County seeks an electronic time tracking and attendance tool that facilitates the payroll process. The Time and Attendance module must:

*A detailed listing of personnel departments is included on final page.*

<b>Time and Attendance</b>	<b>Meets or Exceeds</b>	<b>Does Not Meet</b>	<b>Comments</b>
<b>MANDATORY REQUIREMENTS</b>			
1. System is operated and stored on County server or web. Please list bandwidth requirements.			
2. System will interface seamlessly with Triadic Enterprises. (Triadic contact: 1-800-540-8130)			
3. Multiple user access (the County currently has 336 employees).			
4. Customizable to specific contracts and types of pay status and shift schedules.			
5. System must provide for data integrity in the event of power outages or damage to all or part of the database platform.			
6. System must be operable 24 hours a day, 7 days a week, and 365 days a year.			

### **ADDITIONAL COMMENTS:**

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Time and Attendance	Meets or Exceeds	Does Not Meet	Comments
<b>SYSTEM CAPABILITIES</b>			
1. Support various methods of time card entry (i.e. online, time clock, workstation, etc.) The County would like a system that can support various interfaces.			
2. Use of electronic workflow for review and approval of timecards.			
3. Ability to support various departments such as: Law & Safety, Administration, Environmental Services, and Public Works.			
4.Alert employees and supervisors of errors in timesheet entries such as charging to an incorrect account code, overages in leave balances, etc.			
5. Integrate with financial module “Triadic” for tracking and reporting purposes (i.e. Project and Grant Accounting)			
6. Allow requests for time-off to be submitted electronically subject to workflow rules.			
7. Allow employees to enter comments/notes for each entry.			
8. Customizable user-interface (screens) to simplify time entry and reduce possible data entry errors.			
9. Support multiple pay codes: regular, overtime, and other pay codes as needed.			

<b>Time and Attendance</b>	<b>Meets or Exceeds</b>	<b>Does Not Meet</b>	<b>Comments</b>
10. Scheduling capabilities; plan and setup normal work shifts and only require employees to change with unanticipated overtime, leave, and other customizable time changes.			
11. Ability to mass populate holidays and roll-out organization wide by employee group.			
12. Support multiple schedules (i.e. 4/10, 9/80, 96/120, etc.).			
13. Track vacation, sick, holiday, bereavement leave, jury duty, FML leave, floating holiday, worker's compensation, administrative time and other special pay codes.			
14. Enable supervisors to modify time reports as needed.			
15. Enable next-tier manager to approve timesheets for a supervisor.			
16. Timekeeping that can produce Daily Hours worked report per request.			
17. Has a calendar to configure all holidays, shifts, leave, and other needed scheduling activities and allow supervisor/directors to see all employees in a department on one calendar.			
18. Alert employee and supervisor when timesheet being approved is under scheduled hours total.			

Time and Attendance	Meets or Exceeds	Does Not Meet	Comments
19. Allows Administrators to post informational news, banner for each end user to view as a reminder, upcoming event, and misc. information.			
20. Able to use scheduling of multi-shifts of staff. Work and leave schedules. Attendance tracking.			
21. Workflow process that includes: multiple layers of approval, group employees by approver, and ability to assign an approver if main approver is out of office.			
22. Able to insert rules for: overtime vs. FLSA overtime, standby pay and call back allowances, change timesheet notification, unsigned timesheet notification, set maximum leave accruals.			

**ADDITIONAL COMMENTS:**

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Time and Attendance	Meets or Exceeds	Does Not Meet	Comments
<b>REPORTING REQUIREMENTS</b>			
1. Full data model and detailed database table descriptions shall be provided to aid in report generation.			
2. All reports shall be available in user selected format: PDF and Excel Spreadsheet.			
3. Individual employee timesheet.			
4. Daily hours, weekly, semi-monthly, monthly, and annually the time by project, employee, supervisor, director, department.			
5. Exception report by employee, supervisor, director, department.			
6. Absentee report by employee and department.			
7. Overtime tracking and monitoring reports.			
8. Schedule reports for employee and department.			
9. History and archival reports.			
10. Reports by period and/or specified date range for all hours or specified hour types.			

**ADDITIONAL COMMENTS:**

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Time and Attendance	Meets or Exceeds	Does Not Meet	Comments
<b>SECURITY</b>			
1. The system must have levels of security for employees, supervisors, and directors.			
2. An employee shall only see certain data as defined by supervisor/director.			
3. Individual functions shall be selectively turned on and off for individual employees/managers.			
4. System shall maintain an audit trail that tracks data changed, hold original data and username of the person modifying or viewing an item.			

**ADDITIONAL COMMENTS:**

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Time and Attendance	Meets or Exceeds	Does Not Meet	Comments
<b>LICENSING AND MAINTENANCE</b>			
1. Lea County shall be entitled to all maintenance and new product updates and upgrades as part of the annual maintenance agreement.			
2. Licensing is based on concurrent users, not number of employee records in the database.			

**ADDITIONAL COMMENTS:**

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Time and Attendance	Meets or Exceeds	Does Not Meet	Comments
<b>TRAINING AND SUPPORT</b>			
1. Implementation includes system administrators and key staff in each department.			
2. On-site customization and training for each department to ensure union specifics and other differences by department are correctly setup and working.			
3. Support for the system during regular hours for MST time zone.			
4. Dedicated support personnel that are familiar with the final product and customization installed.			
5. Response time for support calls, during regular business hours, is within 2 hours.			

**ADDITIONAL COMMENTS:**

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## **Personnel Department Summary by Fund**

### **General Fund**

401-00 Commissioners

401-01 Executive

401-02 Information Technology

401-03 Facilities Department

401-04 Clerk's Recording & Filing

401-05 Clerk Bureau of Election

401-06 Assessor

401-07 Treasurer

401-08 Sheriff

401-09 Probate Judge

401-24 Legal Department

401-25 Human Resources

401-26 Environmental Services

401-31 Events

401-56 DWI Program

401-75 Finance

401-76 Planning Department

401-77 Emergency Management

401-81 Misdemeanor Compliance

### **Special Revenue Funds**

402-10 Road

409-16 Airport Fire Dept.

411-27 Environmental GRT

412-43 DWI - State

418-23 Detention Facility

424-77 Emergency Management

425-93 Youth Reporting Center

435-56 DWI Program

436-65 LDWI Grant

439-81 Misdemeanor Compliance

454-18 Airport

499-46 Assessor's Valuation

608-41 Lea County Drug Task Force

### **Enterprise Fund**

675-85 Water Service Fund

### **Trust & Agency Funds**

808-78 Lea Co Communications Authority

810-20 Solid Waste Authority