

**CITY OF CLOVIS
PURCHASING DEPARTMENT**

Mission and Policy Statement:

The Purchasing Department is committed to obtaining the most desirable goods and services to meet the City's operational needs, at the lowest possible cost, delivered in a timely manner, and in compliance with all City policies and applicable State Purchasing laws.

Public purchasing has the responsibility to obtain the most value for the tax dollar in a fair, efficient and equitable manner. To achieve this objective, the Purchasing Department seeks to foster as much competition as possible. In doing so, we adopt the goal of fairness by ensuring all who wish to compete for the opportunity to sell to the City of Clovis can do so. Our policy is intended to:

- Give all suppliers full, fair, prompt and courteous consideration
- Keep competition open and fair
- Solicit supplier suggestions in the determination of clear and adequate specifications and standards.
- Cooperate with suppliers and consider possible difficulties they may encounter
- Observe strict truthfulness and highest ethics in all transactions and correspondence.

**CITY OF CLOVIS
PURCHASING MANUAL**

Note: The following is a brief outline of current policy and procedures for purchasing. It is the responsibility of the Department Head to insure:

1. That all purchases be made at the best obtainable price.
2. That all purchases are made in accordance with this manual, city purchasing ordinances, and the state procurement code.
3. That only authorized personnel sign purchasing document.
4. That purchases are done within the constraints of their budget.
5. That the Purchasing Agent is consulted when in doubt to set procedures.

The City of Clovis is a Home Rule community. We have adopted the State Purchasing Code, 13-1-28 NMSA. The only deviation from that code is in this purchasing manual.

The City Commission, City Manager, and the Purchasing Agent at their discretion institute this manual. Any questions concerning the procurement process should be directed to the Purchasing Agent.

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1. PETTY CASH PURCHASES

- a. Requirements for use of petty cash:
 - i. Must obtain approval from department head or designated representative.
 - ii. Items purchased must cost \$35.00 or less. (If you are unsure of the price, spend some time and research the price)
 - iii. Under no circumstances are purchase orders to be used in place of petty cash for items \$35.00 or less unless approved by the Finance Director or Purchasing Agent.
 - iv. Item must be purchased from a local vendor.
 - v. Local vendor is defined as a licensed business within the City of Clovis city limits.
 - vi. Tax on Petty Cash is non-reimbursable except on services.
 - vii. Request for petty cash should be turned in to Purchasing by noon Monday.
- b. After purchase has been made:
 - i. Each department is responsible for establishing Petty Cash procedures. This may be done by using a Petty Cash log or ticket or other procedures that will best account for funds used in the Petty Cash Fund. Petty Cash procedures are subject to random audit by the Finance Department.
 - ii. At a minimum the following information must be provided:
 1. List of specific items purchased.
 2. Cost of each item.
 3. Date and place of purchase.
 4. Accurate budget account code.
 5. Signature of purchaser. (Maybe on receipt)
- c. Replenishment of Petty Cash Fund
 - i. Department representative should present the Petty Cash receipts and a Petty Cash Report to the Finance Department.
 - ii. Verification of account code and extension will be made. Department Head is responsible for developing reconciliation procedures for their department. Reconciliation reports are subject to random audit by the Finance Department.
 - iii. A check will be issued to the department for the amount of expenditures.

2. MINI PURCHASE ORDERS (Mini-PO) (REQUISITION-PURCHASE ORDER)

- a. The following conditions must be met to qualify the use of a Mini-PO:
 - i. Immediate on-site purchases.
 - ii. Must be purchased from a Clovis local vendor only.
 - iii. Local vendor is defined as a licensed business within the City of Clovis city limits.
 - iv. Total amount of purchase must be \$1500.00 or less.
- b. Procedures for processing Mini-PO
 - i. Mini-PO is issued and entered in to the computer system by the Purchasing Department before they are given to department representatives.
 - ii. Mini-PO(s) will be issued as follows
 1. Public Works – 30
 2. Police – 20
 3. Fire – 20
 4. Parks – 25

5. All other departments will be issued in groups of 5-10.
6. Quantities may be reduced or increased as approved by the Purchasing Agent.
7. Previous Mini-PO batches must be accounted for before new batches will be issued.
 - a. If the Mini-PO has not been processed by Purchasing or a vendor has not been assigned to the PO, then this is considered an unaccounted PO.
 - b. Mini-PO(s) must be accounted for by printing the report provided in the as400 or equivalent spreadsheet or report.
 - c. Mini-PO(s) will be reissued minus the number of unaccounted PO(s).
- iii. Mini-PO must be dated on or before invoice date.
 1. Must have original invoice. No copies or statements unless approved by the Purchasing Agent or Finance Director.
 2. Requires an attached memo if dated before invoice date.
- iv. Mini-PO must have proper signatures.
 1. Person requesting/receiving merchandise.
 2. Director or Department Head (Must be on approval list).
- v. Invoices must be signed by the person receiving the goods or services and attached to the Mini-PO.
- vi. Invoice number written on the Mini-PO.
- vii. Proper budgeted account code(s) must be listed on the Mini-PO.
- viii. Return Mini-PO(s) to the Purchasing Department for the following:
 1. Verification of account numbers.
 2. Recording of transaction.
 3. Signature of Purchasing Agent.
 4. Submittal to Accounts Payable for payment.
 - a. Mini-PO(s) should be submitted the Wednesday before 5:00 p.m. for payment the following week.

3. PURCHASE ORDERS

- a. Used for purchases above \$1500.00 and any purchases that are not local (see definition of local in section 2 paragraph a).
 - i. A requisition must be submitted first to the Purchasing Department.
 1. No purchase order number will be given over the phone unless it is determined to be an emergency or immediate need by the Purchasing Agent.
 2. Purchase order numbers may be emailed or obtained in person.
 - ii. Requisition(s) must be properly completed. Be as detailed as possible when filling in your request. Use the five Ws as a guideline. The following items should be answered when completing the requisition(s):
 1. Who. Vendors name and Vendor number if known. Departments can get vendor numbers from the AS400 or request a listing from the Purchasing department.
 2. What. A description of the items in detail. For example: Do not put just "Pump". Put "2001 Ford pickup fuel pump". Be specific.
 3. Where. For travel, where are you going? What hotel and why are you getting a hotel or rental etc.

4. When. When is the date of the conference you are attending?
 5. Why. Justification. Some items are self-explanatory; others are not.
- iii. Requisition(s) must be properly signed and reviewed by:
 1. Requester.
 2. Department Head or approved representative.
 3. Fixed Assets and Capital outlay personnel.
 - a. This only applies to items that fall under the capital outlay budget. (See section 6 on capital outlay)
 - iv. Purchasing will then verify account code(s) and determine if amount is within budget constraints.
 1. Requisition(s) should be turned in Thursday before 5:00 p.m. for payment the following week.
 - v. Requisition(s) will be returned for the following reasons:
 1. Incomplete information or description.
 2. Budget balance remaining is insufficient to cover the requested purchase.
 3. Proper signatures have not been obtained.
 4. Invoice is dated before the requisition issue date.

4. INVOICE VALIDATION

- a. A department representative must sign invoices.
- b. Invoice should be reviewed for accuracy and correctness.
- c. Must be original invoice. No quotes or packing list.

5. INTERNET PURCHASES

- a. A requisition with a purchase order number should be obtained from the Purchasing Department prior to placing any Internet orders.
- b. A copy of the internet order confirmation page should be printed and attached to the purchase order.
- c. For purchases with personal credit card see section 13.
- d. For purchases with Purchase Card Program see section 11.

6. REQUISITION(S) DOLLAR AMOUNTS AND REQUIREMENTS (GOODS AND PRODUCTS)

- a. Refer to Section 8 of this manual for rules on purchasing capital outlay items if \$5,000.00 or above.
- b. Requisition(s) between zero (0) and \$5,000.00 require only best obtainable verbal quote. Quotes do not need to be documented.
- c. Requisition(s) between \$5,000.01 and \$10,000.00 must have 3 document quotes. These quotes must be documented on a quote sheet (see appendix D). If 3 documented quotes cannot be obtained, you must have approval from the Purchasing Agent before any purchase or commitment on behalf of the City is made.
- d. Requisition(s) between \$10,000.01 and \$15,000.00 must have 3 written quotes. Written quotes may be faxed or emailed. They must include the following:
 - i. Company name and information.
 - ii. Breakdown of each line item with description and cost.

- iii. Statement identifying it as a quote and the number of days the quote is valid.
 - iv. Delivery time.
- e. Requisition(s) between \$15,000.01 and \$30,000.00 must have 3 written quotes. Requisition(s) must be placed on the New Mexico E-Procurement System (NMEPS) for 3 business days. Requisition(s) must be reviewed and approved by the Purchasing Agent, Finance Director, and the City Manager (or duly appointed representative) prior to receiving a purchase order number or making any commitment on behalf of the City of Clovis. Written quotes may be faxed, emailed, or obtained from the NMEPS and must include the following information:
 - i. Company name and information.
 - ii. Breakdown of each line item with description and cost.
 - iii. Statement identifying it as a quote and the number of days the quote is valid.
 - iv. Delivery time.
- f. Requisition(s) over \$30,000.00 will be sent out for sealed bids in accordance with State Statute 13-1-28 NMSA.
- g. Requisition(s) will not be artificially divided as to:
 - i. Constitute a small purchase.
 - ii. Avoid the bid process.
- h. Requisition(s) made using a State Purchasing Agreement, GSA Contract, or other governmental agreements must:
 - i. Have a copy of the agreement attached or the State Pricing Agreement Number written in the appropriate block with expirations date. Vendor should provide a copy of the GSA or State agreement with effective and expiration dates.
 - ii. State-wide pricing agreements may be obtained on the internet at www.state.nm.us/spd/swpa.html
 - iii. Other pricing agreements must meet the following requirements:
 - 1. The contract or pricing agreement was obtained by a governmental or governmental sponsored entity.
 - 2. The contract or pricing agreement was obtained using local, state, or federal procurement regulations or procedure that apply to that entity.
 - 3. The entity agrees to allow the City of Clovis to use their existing pricing contract, bid, or request for proposal.
 - 4. The vendor agrees to grant equal to or less than pricing as the original contract based on quantities ratios.
 - 5. Obtain permission from the City of Clovis Purchasing Agent or designated representative.
 - iv. Have budgeted funds available.
 - v. Be approved by the Purchasing Agent.
 - vi. GSA, State, and Local Pricing Agreements must be considered first before other purchasing procedures are considered.
 - vii. Taxes
 - 1. Taxes should never be paid on goods or personal tangible items except as provided for compensation tax provisions of the State Statute. When in doubt, ask.

**7. REQUISITION(S) DOLLAR AMOUNTS AND REQUIREMENTS
(PROFESSIONAL SERVICES)**

- a. Requisition(s) between zero (0) and \$10,000.00 only need to be approved by the Purchasing Agent.
- b. Requisition(s) between \$10,000.01 and \$20,000.00 must have three written proposals from vendors and be reviewed and approved by the Purchasing Agent, Finance Director, and the City Manager (or their duly appointed representative).
- c. Requisition(s) between \$20,000.01 and \$50,000.00 must be posted to the New Mexico E-Procurement System for 3 business days. Requisitions must be reviewed and approved by the Purchasing Agent, Finance Director, and the City Manager (or their duly appointed representative).
- d. Requisition(s) will not be artificially divided as to:
 - i. Constitute a small purchase.
 - ii. Avoid the bid process.
- e. Requisition(s) made using a State Purchasing Agreement, GSA Contract, or other governmental agreements must:
 - i. Have a copy of the agreement attached. (see 6.h)
 - ii. Have budgeted funds available.
 - iii. Be approved by the Purchasing Agent.
- f. Taxes
 - i. Taxes are paid on professional services, however they should not be included in the total cost threshold.

8. PROCUREMENTS RELATED TO FIXED ASSETS AND CAPITAL OUTLAY

- a. All capital outlay purchases must be approved by Capital Outlay personnel.
- b. An inventory tag will be assigned to the asset before it is approved by the Purchase Agent.
- c. Annual inventories of fixed assets will be conducted in accordance with the procedures written by the inventory monitor. Inventories not completed by the deadline set will have all purchasing authorization stopped except for the following:
 - i. Current contracts already in effect.
 - ii. Blanket purchase orders.
 - iii. Emergency purchases that meet the requirements of State Statute 13-1-28 NMSA and as approved by the Purchasing Agent.

9. SOLE SOURCE PROCUREMENTS

- a. Sole source procurements will be conducted in accordance with State Statute 13-1-28 NMSA
- b. Additional requirements for sole source are as follows:
 - i. A letter or memo from the Department head justifying why the procurement should be considered sole source.
 - ii. A letter or memo from the participating vendor justifying why they feel that their product(s) qualify as sole source procurement.
 - iii. A letter or memo from the Purchasing Agent verifying that a good faith review of available resources has been completed.
- c. Sole Source List
 - i. Departments may purchase directly from the sole source list in appendix N.

- ii. The sole source purchase list may be added to during the fiscal year and will be reviewed annually before the next fiscal year begins.
- iii. Requirements for sole source list.
 - 1. Department must provide a letter of justification for the service or item being placed on the Sole Source List (SSL)
 - 2. Vendor must be the sole manufacturer or distributor of the service or items or
 - 3. Item or service is not cost effective to purchase using the standard methods defined in NMSA 13-1-28, State Procurement Code or
 - 4. It is in the best interest of the City as determined by the Purchasing Agent and City Manager. The following factors must be considered.
 - a. Public Safety
 - b. Public Health
 - c. Protection of City employees
 - d. Protection of City assets or property
 - e. Efficiency of City expenditures

10. ITEMS THAT MAY NOT BE PURCHASED

- a. In addition to items listed in State and City Statutes, the following items are prohibited for being purchased on any purchase order or with petty cash funds.
 - 1. Items pertaining to funeral expenses (Flowers, food, etc...)
 - 2. Items for receptions of non-city organizations or committees
 - 3. Golf tournament or sporting event fees or admissions

11. CITY OF CLOVIS PURCHASE CARD PROGRAM

- a. Program Description: This program is designed to help better manage low-dollar purchases and urgent need purchases using City assigned Visa or MasterCard cards. This program is done through a State Contract through Bank of America.
- b. Cardholder Eligibility:
 - i. Applicant must be an employee of the City of Clovis.
 - ii. The Purchasing Agent and the Department Head must approve applicant's request for a Purchasing Card.
 - iii. Employee must attend a training session before they can be issued a Purchasing Card.
 - iv. Each individual Cardholder must sign a Cardholder Agreement (appendix E) in the presence of the Purchasing Agent or designated representative.
- c. Cardholder Responsibilities: The Cardholder must use the Purchasing Card for legitimate business purposes only. Misuse of the card will subject Cardholder to disciplinary action in accordance with the City of Clovis Policies and Procedures relating to disciplinary action and termination for cause. The Cardholder must:
 - i. Ensure the Purchasing Card is used for legitimate business purposes only.
 - ii. Maintain the Purchasing Card in a secure location at all times.
 - iii. Not allow other individuals to use their Purchasing Card.
 - iv. Adhere to the purchase limits and restrictions of the Purchasing Card and ensure the total transaction amount of any single transaction does not exceed established limits.
 - v. Obtain and reconcile all sales slips, register receipts, and/or Purchasing Card slips to Bank of America's Cardholder statement and provide it to Departmental Liaison for reconciliation, approval and allocation of transactions.

- vi. Maintain purchase log using the purchase card website. Notify Department Head or designated representative if the default accounting code should be changed on an individual transaction.
 - vii. Attempt to resolve disputes or billing errors directly with the vendor and notify Bank of America if the dispute or billing error is not satisfactorily resolved by faxing Bank of America the required Dispute Form (appendix G).
 - viii. Ensure that an appropriate credit for the reported disputed item or billing error appears on a subsequent Cardholder statement.
 - ix. Not accept cash in lieu of a credit to the Purchasing Card account.
 - x. Immediately report a lost or stolen card to Bank of America at 1-800-300-3084 (24 hours a day, 365 days a year).
 - xi. Immediately notify Department Head or designated representative and the Purchasing Agent of a lost or stolen Purchasing Card at the first opportunity during normal business hours.
 - xii. Return the Purchasing Card to the Department Head or designated representative upon:
 - 1. Terminating employment with the City of Clovis
 - 2. Transferring Departments within the City.
 - xiii. Report erroneous and emergency transaction needs to the Departmental Liaison during normal business hours.
- d. Departmental Head or Designated Representative Responsibilities: The Department Head or designated representative must receive training before any employees in the department may receive a Purchasing Card. Responsibilities include:
- i. Reviewing cardholder monthly statements and purchase orders.
 - ii. Insure that all charge Retaining all Cardholder charge-slips and receipts for audit by internal and external auditors are attached to the proper purchasing documents (i.e. purchase orders etc..).
 - iii. Attempting to resolve any disputes with vendor and/or Bank of America not resolved by Cardholder.
 - iv. Notifying Purchasing Agent in 3 to 5 days of any unresolved disputes, noting the reason for dispute.
 - v. Notifying Purchasing Agent of lost or stolen cards.
 - vi. Requesting Purchasing Agent to cancel a Cardholder's card (e.g. terminated employees, transferring departments, and loss of purchasing card privileges) as approved by them or their designated representative. Collecting canceled cards from Cardholders and forwarding to Purchasing Agent.
 - vii. Assisting Cardholders with erroneous declines and emergency transactions.
 - viii. Sign off transactions assigned using online purchasing card program.
 - ix. Turn-in all original sales slips with a properly coded requisition with an assigned purchase order number.
 - x. Responsible for overall management of the program and/or abuses discovered.
- e. Purchasing Agent Responsibilities: The Purchasing Agent will be responsible for the over-all Purchasing Card program or appoint a Purchasing Card Administrator. Responsibilities include:
- i. City of Clovis liaison with Bank of America. Utilizing Software from Bank of America.
 - ii. Reviewing Department approved applications for completeness of required information.
 - iii. Submitting completed application to Bank of America and receiving Purchasing Card from Bank of America.
 - iv. Training of Department Heads or designated representative before releasing Purchasing Cards.
 - v. Training Cardholder before releasing Purchasing Card.

- vi. Have Cardholder sign Cardholder Agreement (appendix E), signifying agreement with the terms of the Purchasing Card program.
 - vii. Handling disputed charges/discrepancies not resolved by Cardholder or Department Head or designated representative.
 - viii. Initiating change of default accounting codes upon request of the Department Head or designated representative.
 - ix. Securing revoked Purchasing Cards and submitting information to Bank of America.
 - x. Receiving and reviewing Bank of America bill.
 - xi. Distribute monthly statements to Department Head or designated representative and notifying them of cut-off dates for approvals and default code changes.
 - xii. Reviewing usage of Purchasing Card data for appropriateness.
 - xiii. Ensure that lost/stolen cards have been blocked by Bank of America.
 - xiv. Assisting the Departmental Liaison with erroneous declines and emergency transactions.
- f. Requirements for Receiving a Purchasing Card
- i. Before receiving a Purchasing Card, you are required to sign The City of Clovis Purchasing Card Cardholder Agreement (appendix E). By signing this agreement, you indicate that you understand the intent of the program, and will comply with all guidelines of the Purchasing Manual as well as the City of Clovis Policies and Procedures relating to the expenditure of City funds.
- g. Purchasing Card Maintenance and Closure. All contact with Bank of America for card set up, maintenance and closure (except for reporting lost or stolen cards) will be handled by the Purchasing Card Administrator or the Purchasing Agent who is located in the Purchasing Office. The Purchasing Card Administrator is required to close an account if a Cardholder: (a) transfers to a different department, (b) moves to a new job in which a Purchasing Card is not required, (c) terminates employment or (d) for any of the following reasons which will also subject Cardholder to disciplinary action in accordance with the City of Clovis Policies and Procedures relating to disciplinary action and termination for cause:
- i. The Purchasing Card is used for personal or unauthorized purposes.
 - ii. The Purchasing Card is used to purchase alcoholic beverages or any substance, material, or service which violates policy, law or regulation pertaining to the City of Clovis.
 - iii. The Cardholder allows the card to be used by another individual.
 - iv. The Cardholder splits a purchase to circumvent the limitations of the Purchasing Card.
 - v. The Cardholder uses another Cardholder's card to circumvent the purchase limit assigned to either Cardholder or the limitations of the Purchasing Card.
 - vi. The Cardholder fails to provide Departmental Liaison with required receipts.
 - vii. The Cardholder fails to provide, when requested, information about any specific purchase.
 - viii. The Cardholder does not adhere to all of the Purchasing Card policies and procedures.
 - ix. A request for closing a Cardholder account will be submitted to Bank of America by the Purchasing Card Administrator.
- h. Purchasing Card Use. The card works just like your personal credit card, except all charges are paid in full by the City of Clovis. It is to be used only for the purchase of small dollar items or travel bookings unless approved by the Purchasing Agent. The City of Clovis spending parameters for each Purchasing Card issued are set per transaction with a maximum per month per card set by the Purchasing Agent and approved by the Finance Director. The City of Clovis requires that certain types of vendors be blocked from Purchasing Card use. This list is maintained by the Purchasing Department and

will be updated and distributed to Cardholders and Department Heads. **These limits may be changed on a temporary bases for larger authorized purchases.**

- i. Purchasing Card/Account Number Security and Storage. Cardholders should always treat the City of Clovis Purchasing Card with at least the same level of care as one does their own personal credit cards. The card should be maintained in a secure location and the card account number should be carefully guarded. The only person entitled to use the card is the person whose name appears on the face of the card. The card may not be lent to another person for any reason unless designated in writing by the Department Head and approved by the Purchasing Agent. The Purchasing Card Administrator located in the City of Clovis Purchasing Office will maintain all other documentation concerning the Purchasing Card program. This documentation includes, but is not limited to, applications, Cardholder Agreements, agency master billing statements, reconciliation of accounting statements, and copies of transmittals and correspondence with Bank of America.
- j. Cardholder Liability. The Purchasing Card is a corporate charge card and will not affect your personal credit. It is your responsibility to ensure that the card is used within stated guidelines of this Manual. Failure to comply with program guidelines may result in permanent revocation of the card, notification of the situation to management, and disciplinary action in accordance with the City of Clovis Policies and Procedures relating to disciplinary action and termination for cause.
- k. Lost, Misplaced or Stolen Purchasing Cards. Report any lost or stolen Purchasing Card immediately to Bank of America toll-free at 1-800-300-3084. Bank of America representatives are available to assist you 24 hours a day, 365 days a year. Be sure to notify your Department Liaison about the lost or stolen card at the first opportunity during normal business hours.
- l. Completing a Purchasing Card Transaction. Follow these general guidelines when using your card or account number to make a purchase:
 - i. Determine if the intended supply purchase is within spending and vendor guidelines.
 - ii. For face-to-face transactions, provide the vendor with your Purchasing Card plastic or for telephone orders, give the vendor your account number and expiration date.
 - iii. Obtain a copy of the charge slip, sales receipt and/or packing slips and reconcile to the Bank of America Cardholder statement.
 - iv. Review card transactions with purchase orders and card statement for accuracy.
 - v. If order is by telephone or fax, provide Departmental Liaison with a copy of the order blank or description of the order.
 - vi. Notify Departmental Liaison of alternate accounting code for purchase to be charged if different than the default accounting code assigned to the Purchasing Card.
- m. Erroneous Declines. There may be certain situations when a vendor receives a decline message when processing your Purchasing Card transaction. If you do not know the reason for the decline, contact Bank of America at 1-800-300-3084 for an explanation. If the decline was in error, the Cardholder should immediately contact the Purchasing Card Administrator for assistance. If purchase is being made outside of normal business hours, the employee must find an alternate payment method or terminate the purchase and contact the Purchasing Card Administrator during normal hours.
- n. Emergency or Urgent Need Transactions. Emergency or urgent need transactions may not be handled with the Purchasing Card unless approved by the Purchasing Agent or Finance Director. The Department Head must make their request in writing. For any transaction, which does not meet the spending controls assigned to the card, the Cardholder must contact the Purchasing Office for assistance.
- o. Credits. The vendor should issue a credit to your card account for any item that they have agreed to accept for return. This credit will appear on a subsequent statement.

Under no circumstances should you accept cash in lieu of a credit to the Purchasing Card account.

- p. Disputes & Billing Errors. You should always attempt to resolve any disputes or billing errors directly with the vendor. In most cases, the vendor will issue a credit to the card account. If an agreement cannot be reached with the vendor, you should contact Bank of America at 1-800-300-3084. Bank of America may request you to mail or fax to 1-602-597-5339 a signed Dispute Form to document the reason for the dispute. The Bank of America Dispute Form is included as an attachment to this manual (Appendix G). Nearly all issues can be resolved using this process. If you are unable to obtain an acceptable resolution, the Cardholder must contact the Department Head or designated representative for assistance. The total amount billed by Bank of America will be charged to the individual departmental accounts and credits for disputed transactions will be posted to departmental accounts when credit appears on the Bank of America billing.
- q. Audits. Department Head or designated representative and the Purchasing Card Administrator will perform periodic audits of compliance with the guidelines of the Purchasing Card program, the City of Clovis policies and procedures relating to the expenditure of City funds as well as Cardholder statements and other required documentation. These audits will be random. Negative reports will be documented by the Purchasing Card Administrator.
- r. Cards with confirming purchase orders that are fifteen (15) day delinquent will result in suspension of all cards belonging to the department unless the invoice is still pending.

12. FUEL CARD PROGRAM

- a. Fleet Management definition:
 - i. Fleet Management will include the Fleet Manager appointed by the Finance Director. The Fleet Manager will be overall responsible for the Fuel Card Program. This is an employee of the City of Clovis.
 - ii. The Purchasing Agent will oversee the procurement portion of the program and assist the Fleet manager in administration of the Fuel Card Program through the resources of the Purchasing Office.
- b. This section establishes proper procedures for use of the fuel cards. Fuel cards allow authorized City employees to obtain unleaded, diesel, E85 (bi-fuel), and CNG (Compressed Natural Gas) fuels for City vehicles at numerous locations throughout the city, state, and nation.
- c. Fleet Management Responsibilities:
 - i. Fleet Management responsibilities will include but are not limited to:
 - 1. Verify receipt and accuracy of all cards and driver identification numbers (DID)
 - 2. Assign a card to each vehicle. Including but not limited to:
 - a. Lawn mowers – may be grouped by department or section.
 - b. Gas cans – may be grouped by department or section
 - c. Other non-standard vehicles
 - 3. Assign driver identification numbers to each driver that only the driver and the Fleet Management will have access. Ensure that each driver signs a Responsibility Statement. Appendix K.
 - 4. Ensure that driver identification numbers are kept confidential and that DIDs are six digits.
 - 5. Provide periodic fraud awareness sessions to drivers as needed.
 - 6. If replacement cards are necessary (due to damaged or worn magnetic strips), ensure collection of original cards and that they are properly destroyed.

7. If a driver identification number is compromised for any reason, cancel it immediately upon notification from responsible party (The driver, Department Head, or Department Fuel Card Manager).
 8. Cancel lost or stolen card upon notification from responsible party.
 9. Cancel driver identification number upon notification of employee being dismissed, retiring, or transferring to another department. Driver identification numbers should also be canceled if the Human Resource Director feels that the individual may not be reliable concerning the Fuel Card Program due to disciplinary action.
 10. Do random audit checks on vehicles to ensure that cards match the vehicles.
 11. Review reports and distribute to Departments for reconciliation.
- ii. Department Head responsibilities
1. Appoint a Departmental Fuel Card Manger (DFCM) in writing to Fleet Management or assume the responsibilities of the DFCM. The Departmental Card Manager will be responsible for this section. However, overall responsibility for the management of the department's fuel card program falls on the Department Head.
 2. Conduct frequent or random inventory checks of fuel cards to confirm the correct card is kept with the correct vehicle.
 3. Require drivers to submit transaction receipts and perform audit checks against monthly statements.
 4. Hold drivers accountable for remembering their driver identification numbers and proper use of the fuel card program.
 5. Submit disputes within 30 days of billing transaction date.
 6. If driver identification number is compromised, notify Fleet Management immediately.
 7. If vehicle is sold, transferred, or retired, immediately notify Fleet Management to cancel the vehicle card.
 8. If card is lost or stolen notify Fleet Management immediately to cancel the vehicle card.
 9. If a driver is dismissed or retires, notify Fleet Management immediately to cancel the driver identification number and conduct a 100% inventory of all departmental cards.
- iii. Driver Responsibilities:
1. If the driver identification number is compromised notify Fleet Management, Departmental Fuel Card Manager, or a supervisor immediately.
 2. Avoid giving a driver identification number to a station attendant. Insist on entering the number without the attendant's help. During equipment malfunctions and some situations you may have to disclose your number to authorize the sale. During these times, use discretion. If you believe the integrity of your driver identification number has been compromised notify Fleet Management, Departmental Fuel Card Manager, or a supervisor immediately.

3. Enter the correct odometer reading. Do not guess or use variation of the odometer reading.
 4. Do not allow the card out of sight during a sales transaction.
 5. Verify the purchase information is correct before signing the receipt or leaving the station.
 6. Do not sign blank receipts or receipts without dollar or date information.
 7. Always check the card when returned. Ensure that the card is your card.
 8. Do not leave receipts or cards accessible.
 9. If a card is lost or stolen report it immediately to Fleet Management, Departmental Fuel Card Manager, or a supervisor.
- d. Employee Authorization
- i. Employees may utilize the fuel card only upon prior written notice to Fleet management by the Department Head or authorized representative. Letters may be submitted with multiple names. Letter will include employees name and work section. Employees will be required to sign a letter of responsibility before they will be assigned a driver identification number. Department Heads or representative should remove employees from authorization list when they are dismissed, retire, or resign. Departments should consider adding this to out-processing procedures. Departing employees must be removed from the authorization list or a delay in payroll request may occur (retirement finalization, final payments etc...). The Human Resource Director or the Risk Management Director for violations pertaining to established City policies, procedures, or safety regulations may also remove an employee from the authorization list.
- e. Vehicle Authorization:
- i. The fuel cards are issued to City vehicles, not individuals, and must remain with the vehicles. Card will be secured in the glove compartment, center console, or other area out of sight. Cards will not be kept on visors or other areas that may cause the card to become lost or dislodged. The Departmental Fuel Card Manager in a secure location will maintain cards that cannot be securely maintained in the vehicle. Cards will be signed out using a log to document date, time-out, time-in, and individual requesting card. Fuel receipts will be maintained with the log. Under no circumstances will the card remain signed out for an excessive period of time unless approved by Fleet Management or the Departmental Fuel Card Manager. Cards may be maintained by the individual if the vehicle is assigned to a specific employee, such as city manager, department head, specialized position, or as deemed appropriate by the department head or Fleet Management. Employees maintaining individual cards must be identified in writing by Department Heads. Fleet Management will be responsible for issuing cards for all “active” City vehicles. In order to receive a fuel card the DFCM must complete a vehicle profile sheet in appendix M. Once the vehicle profile sheet is received by Fleet Management they will acquire cards for newly assigned vehicles and will distribute the cards to the appropriate department upon signature release from an authorized departmental representative. Authorized representative must be listed in writing by the Department Head. If a

vehicle is decommissioned or sold, the Departmental Fuel Card Manager must notify Fleet Management in writing and return the fuel card to be deactivated. Departments must immediately notify Fleet Management by phone and written e-mail for any lost or stolen card. Fleet Management will maintain a limited amount of “master card” for use until a new card can be issued.

f. Proper Card Use

- i. Insert the fuel card into the card reader at the fuel island gas pump or have a station attendant swipe the card inside the station. If the card will not swipe, the station attendant must contact Fuel Services. The 800 number for Fuel Services is located on the back of the card. Fuel Services can be reached 24 hours a day, 7 days a week.
- ii. Enter the driver identification number assigned by Fleet Management. This will authorize the sale and identify the purchaser.
- iii. Do not give the identification number to anyone except Fleet Management, Fuel Services, or station attendant (only when required to complete sale). Do not store identification number and card together.
- iv. Enter the exact odometer reading excluding tenths of miles in the odometer reading. Accurate odometer readings are critical for vehicle tracking, reporting, and maintenance scheduling.
- v. Once fueling is complete driver will obtain a receipt. The receipt will be turned-in to the Departmental Fuel Card Manager. All transactions will have receipts, NO EXCEPTIONS. In the event that a receipt does not print and there is no station attendant to print a receipt, the employee will fill out and turn in a missing receipt slip. Copies of these slips can be made for the sheet in appendix J of this manual.

g. Restrictions

- i. Do not use the fuel card assigned to the vehicle to fuel any other vehicle.
- ii. Do not use fuel cards assigned to vehicles to fuel gas cans or lawn mowers.
- iii. Under no circumstances is the fuel card to be utilized to purchase fuel or fuel related products for personal-use vehicles or to purchase or obtain non-fuel products such as sodas, cigarettes, candy, etc. All abuses and or unauthorized fueling activities will be reported to the Department Head or designated representative for appropriate disciplinary action. Employee may be required to pay for fuel dispensed and may be subject to dismissal under City policies.
- iv. Purchase of “premium” fuels is strictly prohibited. Only vehicles pre-approved in writing to Fleet Management will be exempt from this policy. All other violations will be reported to the Department Head or designated representative. Violators will be required to repay the difference between regular price and premium price unless waived by the Finance Director.

h. Service Authorization

- i. As a protective measure City vehicles have been established with “Fuel Only” authorization. On a case-by-case basis, vehicles can also be established with “Fuel and Service” authorization. This is to allow for minor maintenance in emergency circumstances. This will mostly apply to out of town trips. Driver will have to contact Fleet Management to have this function activated.

- i. Billing and Verification Process
 - i. At the end of each month Fleet Management will send itemized transaction statements for all City Departments. Departmental Fuel Card Managers will have each employee whose driver identification number appears on the statement sign their payroll signature next to each transaction. The DFCM will also verify each transaction with the receipts or missing receipt slips turned in throughout the month. If an employee is unable to sign due to illness, vacation, away on business, or if employee has been dismissed, retired, or resigned, then the Department Head or designated representative may sign if verified with receipts.
 - ii. Reports must be returned to Fleet Management within 10 working days fully documented. The Department Head or designated representative must also sign and return the review certification letter shown in appendix L.
 - iii. Internal tracking systems for documenting fuel purchases should be developed by each section or department. This will help the accountability process at the end of the month. If internal procedures are developed, they must be approved by the Finance Department designated representative.

13. PURCHASES WITH PERSONAL CREDIT CARD

- a. The following details must be provided in order for a PO to be processed when purchasing items with a personal credit card:
 - i. Internet invoice or vendor invoice showing confirmation of charge to credit card with the last 4 digits of the account number showing or
 - ii. A copy of credit card statement showing charges were applied to your credit card. (You may blackout personal information)
 1. Needs to show name and last four of the account number

14. PROCEDURES FOR BID AND REQUEST FOR PROPOSALS (RFP)

- a. Bids and RFPs will be processed in accordance with the State Purchasing Statute and this manual.
 - i. Products and tangible items over \$30,000.00 will be obtained by sealed bid process unless otherwise provide for in this ordinance or State Statute 13-1-28.
 - ii. Request for professional services over \$50,000.00, excluding gross receipts tax, will be obtained by Request for Proposal unless otherwise provide for in this ordinance or State Statute 13-1-28.
 - iii. Public works construction projects may utilize an on-call engineer or architect. Architect or engineer must be on a multi-year contract selected through a Request for Proposal .
- b. For items requiring bids or RFPs the following procedures should be followed.
 - i. Formulate bid or RFP specifications and requirements.
 1. If this requires professional services, check with the Purchasing Department for current contracts for professional services.
 - ii. The Purchasing Department will not write specifications for bids or RFPs. This is the responsibility of the requesting department or subject expert requesting the bid. However, specifications will be reviewed by the Purchasing Agent.

- iii. Bids should be completed far enough in advance to allow for 2 days of advertising a minimum of 5 days apart and a total of a minimum of 20 days on the New Mexico E-Procurement website. Bids and RFPs requiring architect or engineering plans will be posted a minimum of 30 days. These requirements may be waived by the Purchasing Agent provided they meet State procurement code.
 - iv. Bid and RFP time requirements may be altered for State and Federal Grant and loan requirements.
 - v. Bid or RFP numbers are formulated as follows:
 - 1. Bid or RFP numbers
 - a. Will start with ITB- or RFP- (Ex. ITB-06-1215-01)
 - b. Next two digits will represent the Year 06 (2006) Fiscal Year.
 - c. Next four digits will represent the month and day.
 - d. All bid and RFP numbers will be assigned by the Purchasing Department.
 - e. All bid and RFP opening dates will be assigned by the Purchasing Department.
 - f. Bid and RFP dates will normally be Tuesday or Thursday and scheduled for 10:00 a.m. or 2:00 p.m.
 - g. All items above may be modified by the Purchasing Agent as required. A written memo must be placed in the procurement file addressing the reason for the deviation.
- c. Vendors
- i. Vendors may register on-line to view or receive copies of bids or RFPs.
 - ii. The Purchasing Department will not send out invitations to bid (ITB). However, vendors may request a hard copy of a bid or RFP at a cost of \$35.00 to the vendor paid in advance. For credit card payments there will be a service fee.
 - iii. Preference Number. The City of Clovis will use a five percent preference for bid from vendor within the State of New Mexico.
 - 1. Vendor must provide a Preference Certificate from the State Purchasing Office.
 - 2. Preferences will not apply to request for proposals (RFP).
 - 3. The City may choose to waive the preference requirement; however it must be specifically stated in the bid when the bid is advertised.
 - a. Preference requirement may not be waived after the bid is published.
- d. Duration Of Contract
- i. A multi-term contract for items of tangible personal property, construction services, including professional services, in an amount under twenty-five thousand dollars (\$25,000) per year, may be entered into for any period of time deemed to be in the best interests of the City of Clovis, not to exceed eight years; provided that the term of the contract and conditions of renewal or extension, if any, are included in the specifications and funds are available for the first fiscal period at the time of contracting. If the amount of the contract is twenty-five thousand dollars (\$25,000) or more per year, the term shall not exceed ten years, including all extensions and

- renewals. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.
- ii. This subsection applies only to purchases made pursuant to the State Procurement code, 13-1-28.
 - 1. Example – DFA regulations require a RFP every three years for audit service.
- iii. Federal law will takes precedents concerning contract terms in this manual.
- e. Conflict of Interest, Clean Hands and Significant Stakeholders Disclosure
 - i. All respondents shall disclose any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with the project.
 - ii. No award shall be made to a respondent that has a Code Violation or Past Due Debt to the City of Clovis.
 - iii. The City of Clovis will not award any contract to any business or any significant stakeholder or authorized representative (excluding contracted legal representation) of a business that (1) has been determined by judicial or administrative action to be in noncompliance with or in violation of any provision of the City of Clovis Code including but not limited to: permits, zoning, license, signs, which noncompliance or violation remains uncorrected, or; (2) has any outstanding past due debt to the City of Clovis, including but not limited to: property taxes, fees, liens, charges for services, assessments, judgments, dishonored checks or drafts] as of the closing time and date of any Invitation to Bid, Request for Proposals, Requests for Statements of Qualifications, or Request for Quote. Each offeror shall provide a list of all officers and all significant stakeholders of the business with each offer made to the City. If the offeror misrepresents the status of the business, any officer, or significant stakeholder, the City will consider this a material defect in any ensuing contract and shall have the right to immediately terminate it.

15. REQUEST FOR PROPOSAL (RFP) EVALUATION PROCEDURES

- a. RFP Committees
 - i. The City of Clovis has two standing RFP Committees.
 - 1. Committee A. Committee A is the initial committee selected by the Commission every two years.
 - 2. Committee B. Committee B are the remaining four Commissioners not selected to Committee.
 - 3. Other Committee members
 - a. Other committee members will be selected by the Purchasing Agent as needed to obtain a total of seven members.
 - 4. Committee may drop to five members.
 - a. If the Committee drops to five members. The Purchasing Agent may score the proposal as the sixth member or abstain. If the Purchasing Agent chooses to abstain from being a scoring member and the Committee remains at five members, then the high/low criteria will be eliminated.
 - ii. Unable to serve.

1. Committee members may be interchanged between the two Committees with the withdrawing member selecting a member for the non-evaluating Committee.
 2. Committee members may defer to the Purchasing Agent to select a member from the non-evaluating Committee.
- b. Closed Evaluation Committee Meetings
- i. In order to have a comprehensive evaluation, the RFP Committee meetings will be restricted to committee Members and City employees involved in the proposal.
- c. Total Criteria Score For Evaluations
- i. Maximum score for evaluation standards will be 100 points. Breakdown for each factor will vary from one proposal to the next.
- d. Evaluation Criteria Other Than Fee
- i. Each Committee Member will evaluate and rank each proposal in a responsible manner according to the criteria. Personal preference or dislikes should not be a part of the rating process. Comments should be used in the rating of each vendor. These comments will be kept in a separate file away from public access to insure an objective and honest evaluation.
 - ii. Evaluation Criteria Using Fee
 1. Fee may be used as a evaluation factor for Request for Proposals if it is determined to be in the best interest of the City.
 2. Using fee as an evaluation criteria must be approved by the proposer and the Purchasing Agent
 3. Maximum amount of points that may be assigned to the fee category is 50 points.
 - iii. Maximum points should only be awarded to outstanding proposals with a logical deduction of points for all others. Any other method tends to weaken the total evaluation process and may lead to the recommendation of less qualified proposals.
- e. Committee Members Conduct
- i. The Committee may ask vendors to present an oral presentation if they feel it necessary to clarify the proposal or gain added information about the vendor. If the firm is unfamiliar to the committee member, references should be checked prior to the assigning of points.
 - ii. An open discussion may be held to determine reasons behind each rating. Each Committee Member will have the opportunity to adjust their ratings if they so desire. The evaluation sheets will then be signed and given to the Purchasing Agent or Representative for tabulation on a Master Summary Letter. Summary Letter will contain only total score for each vendor.
 - iii. All notes or comments documented by committee members are their own personal evaluation notes and will not be filed or maintained with the official records.
 - iv. Committee members will adhere to the RFP Committee Rules as outlined in Appendix C
- f. Point Tabulation For Criteria Other Than Fee
1. The high and low for each total on the Master Summary Sheet will be dropped. The remaining points will be added up and divided by

the remaining number of Committee Members to obtain an average. The Master Summary Sheet will then be placed in the procurement file once the proposal is approved by the City Commission.

- g. Negotiation of Fee for Qualified Based Proposals on Professional Services for Engineers, Architects And Surveyors
 - i. If fee is not used as scoring criteria negotiations will be entered into with the firm having the highest score on all other evaluation criteria. The Purchasing Agent (or designee) and the proposal representative (City Engineer etc..) shall meet with the firm until an agreement is made or it is determined that it would be in the best interest of the City to terminate negotiations. In that event, negotiations would be initiated with the second highest vendor and this procedure would be done until an agreement is made or all vendors are exhausted. At which time, the City would re-solicit for new proposals.
- h. Evaluation Of Fee By The Purchasing Department (RFPs and Bids)
 - i. In an effort to standardize the evaluation of fees, the following policy has been adopted:
 - 1. The Purchasing Agent or Representative will rate the fees as follows:
 - a. Low fee will receive the maximum points for category
 - b. Each successive higher fee will receive a percentage of the points as follows:
 - i. $LOW\ BID/NEXT\ HIGHEST = \% \times TIMES\ TOTAL\ POINTS$

EXAMPLE: Based on 70 points for fee

<u>VENDOR</u>	<u>BID</u>	<u>CALCULATION</u>	<u>POINTS</u>
ABC CORP	10,000.00	LOWEST BID = 100%	70
XYZ CORP	12,500.00	$10000/12500 = 80\%$	56
ZZZ CORP	20,000.00	$10000/20000 = 50\%$	35

- ii. $LOW\ BID/NEXT\ HIGHEST = \% \times TIMES\ TOTAL\ POINTS$
- i. Determination Of Apparent Winner
 - i. The Vendor closest to the total 100 points possible may be declared the apparent winner. A recommendation will then be made at the next regular Commission meeting for award of the proposal.
 - ii. In the case of Professional Services where fee is not used as an evaluation criteria, the successful vendor which has negotiated a fee will be presented to the City Commission for award.
- j. Exception of Award
 - i. If only one proposal is received the RFP Committee may choose to accept the proposal without scoring provided:
 - 1. The proposal meets economic factors beneficial to the City.
 - 2. The proposal specifications and scope of work is acceptable to the Committee.
 - 3. A unanimous vote of the Committee.
 - ii. If proposals are part of a multi-award RFP:

1. All proposals are accepted.
 - a. If one proposal is rejected then all proposals must be scored.
2. The proposal meets economic factors beneficial to the City.
3. The proposal specifications and scope of work is acceptable to the Committee.
4. A unanimous vote of the Committee.

16. EMPLOYEE EXCLUSION FROM PROCUREMENT

- a. It is unlawful for any employee, as defined in the Procurement Code 13-1-28 NMSA 1978, to participate directly or indirectly in procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest in the business seeking or obtaining a contract.
- b. It is unlawful for any employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person or business contracting with the governmental body by which the employee is employed.
- c. The Purchasing Agent may grant a waiver from unlawful employee participation pursuant to Section 163 [[13-1-190](#) NMSA 1978] of the Procurement Code, or contemporaneous employment pursuant to Section 166 [[13-1-193](#) NMSA 1978] of the Procurement Code, upon making a determination that:
 1. The contemporaneous employment or financial interest of the employee has been publicly disclosed;
 2. The employee will be able to perform his procurement functions without actual or apparent bias or favoritism;
 3. The employee participation is in the best interests of the City of Clovis or any of agency within the City of Clovis;
 4. The employee participation does not interfere with the employees duties and job performance as assigned within their city job description; and
 5. The waiver is in writing, signed by the City Manager or designated representative.
 6. See sample letter in appendix I.

17. ITEMS EXCLUDED FOR BIDS OR RFPs

- a. In additions to the excluded items in New Mexico Procurement Code 13-1-28, the following items are excluded by ordinance.
 - i. Live animals including Police Dogs.
 - ii. Retirement Plans approved by the City Commission.
 - iii. Medical, Dental, Vision, and other benefit plans are excluded from the procurement process with the following requirements:
 1. That a competent insurance broker or advisement firm is obtained by RFP or is below the maximum RFP amount excluding GRT.
 - a. If a broker is chosen below the maximum RFP amount they must be recommend by the Benefits/Insurance Committee and approved by the City Commission.
 2. Recommendations made by the broker may be changed or modified by the Benefits/Insurance Committee.

3. Final recommendations from the Benefits/Insurance Committee must be approved by the City Commission.
 4. The Purchasing Agent will be chairman of the committee to insure that procurement procedures are followed. The Purchasing Agent will be a non-evaluating member unless the committee falls below five members.
- iv. Liability, property, and city officials insurance are excluded from the procurement process with the following requirements:
1. That a competent insurance broker or advisement firm is obtained by RFP or is below the maximum RFP amount excluding GRT.
 - a. If a broker is chosen below the maximum RFP amount they must be recommended by the RFP Insurance Committee and approved by the City Commission.
 2. Recommendations made by the broker may be changed or modified by the RFP Insurance Committee.
 3. Final recommendations from the RFP Insurance Committee must be approved by the City Commission.
 4. The RFP Insurance Committee will consist of
 - a. The Commissioners from the standing RFP Committee A.
 - b. Fixed Asset Accountant
 - c. Purchasing Specialist
 - d. Finance Director or designated representative.
 - e. Risk/Safety Manager or designated representative
 - f. The Purchasing Agent will be chairman of the committee to insure that procurement procedures are followed. The Purchasing Agent will be a non-evaluating member unless the committee falls below five members.
- v. The purchase of all regulated or unregulated utilities or projects that involve development of new energy sources that will improve energy conservation for the community. Contracts or purchases may be exempt only if:
1. A committee is formed and approved by the City Commission to research and provide information to the City Commission. The committee must consist of a minimum of three members, including one Commissioner.
 2. Committee submits final proposals to the City Commission for approval.
- vi. Proprietary software as determined by the Information Technology Manager. This can include, but is not limited to modular or special code written software. The software must be approved by the following:
1. Finance Director
 2. Purchasing Agent
 3. City Manager
 4. City Commission
- vii. Public Works project for use of professional services or constructions services were an on call engineer or architect is under contract with the City of Clovis or meets the criteria of section 6, paragraph h.iii. Provided that it is permitted by the funding agency.

- viii. The Purchasing Agent may option to send excluded items through the bid or RFP process if they feel it is more advantageous to the City.

18. GENERAL TERMS AND CONDITIONS FOR BIDS AND RFP

- a. Terms and Conditions for bids will apply as printed in Appendix A
- b. Terms and Conditions for Request for Proposals (RFP) will apply as printed in Appendix B.

19. PROCUREMENT/ACCOUNTS PAYABLE AS RELATED TO TRAVEL

- a. Travel vouchers will be completed in accordance with applicable City and State regulations.
- b. Travelers requesting advanced pay and lodging should submit a request 14 business days in advance of the travel date in order to allow Finance to process checks in a timely manner.
- c. Reservations and bookings should not be made no more than 32 day in advance unless approved by the Finance Director or City Manager after review by the Purchasing Agent.
- d. Items Excluded
 - i. In addition to travel rules stated in State Statutes and City Policy Manuals the following items will not be paid by the City of Clovis as related to travel expense.
 - 1. Alcoholic beverages
 - 2. Flowers or gifts
 - 3. Tobacco products
 - 4. Food before the start of travel
- e. Per Diem – Actual
 - i. No reimbursement will be allowed for food purchases made before the start of travel. Meal allowance is \$30.00 per each day.
 - ii. Example: If you spend \$45.00 on food for day 1 and \$8.00 for food for day 2, you will be reimbursed \$38.00.
 - 1. \$30.00 for day 1.
 - 2. \$8.00 for day 2.
- f. City Purchasing Card
 - i. Used only to book hotels and rental cars.
 - ii. Used only to book airline flights.
 - iii. Other items approved by the Purchasing Agent
 - iv. Can only be used by the card holder name on the card.
 - 1. Credit Card Verification form will be used by all other employees.
- g. Travel outside the State must be approved by the Mayor.

20. END OF YEAR DEADLINES

- a. All purchase orders need to be closed by June 1st.
 - i. Credit card purchases will be closed May 1st.
- b. Grant spending is excluded from the above deadline and must be approved by the Finance Director.

21. INTERNAL AUDIT PROGRAM

- a. All transactions, including but not limited to purchase orders, bids, RFPs, credit card purchasing program, and fuel cards are subject to audit by the Purchasing Agent or designated representative.
- b. These programs may require the Department Head or designated representative to keep logs on items purchased.
- c. These logs may be subject to random inspection or audit by a representative from the Finance or Purchasing Departments.
- d. The Purchasing Agent under the guidance of the Finance Director will produce procedural manuals or instruction for purchases or programs that require audits.
- e. The Purchasing Agent, with approval from the Finance Director, will determine which items or programs may be subject to the audit program.
- f. Purchase or programs that may be subject to an audit program may include but are not limited to:
 - i. Items of high dollar value purchased on a repeated basis.
 - ii. Items purchased in large quantities.
 - iii. Items that may be subject to pilfering or misuse.

22. NON-CITY ENTITIES

- a. Non-City entities that use the City of Clovis as a fiscal agent must obtain permission from the City Commission to apply for a grant, loan, legislative money, or other funds if they intend to use the City of Clovis as its fiscal agent for the funds being requested. If the funds being requested are of a sensitive nature, the non-city entity must notify the City Manger of their intent to seek funds that the City will be fiscal agent. The Commission must still approve the fiscal agent status after the funds are obtained. Provision “a.” will become effective July 1, 2010.
- b. Non-governmental entities granted permission by the City Commission to use the City as a fiscal agent, must sign the Memorandum of Agreement in appendix O for each project approved by the Commission.

23. CREDIT CARD SERVICES POLICY AND PROCEDURES

- a. Executive Summary and Purpose
 - i. This policy provides requirements and guidance for all credit card, debit card, and ACH (Automated Clearing House) processing activities for the City of Clovis.
 - ii. At the initial publication of this policy the following sources were consulted and provide the basis for this program: ISO 17799, Visa CISP, MasterCard and Discover Merchant Operating Regulations. The 2007 Council of State Governments Financial Working Group Report (Acceptance and Use of Electronic Payments for Taxes and Fees)
 - iii. This policy deals with access to City of Clovis’ computing, network, and terminal resources. This policy pre-empts all other City policies and procedures for all issues within the scope of this policy.
- b. Scope of this Policy and Ordinance
 - i. This policy applies to:
 1. All units, affiliates, and employees of the City of Clovis who accept credit/debit card or ACH payments for the City.

2. All external organizations contracted by the aforementioned parties to provide outsourced services for credit/debit card or ACH processing for City business.
 3. All units, affiliates and employees of the City of Clovis who provide credit/debit card or ACH processing services for third parties.
- c. Definitions
- i. Account Number: The unique number identifying the cardholder's account which is used in financial transactions.
 - ii. ACH: Automated Clearing House
 - iii. Defined Revenue: Revenue generated for source that have predefined rates. Taxes, business licenses, utility fees, or any other fees set by ordinance or policy. This would be include items in which the City has decided to pass the processing fees to the consumer or citizen in the form of a convenience fee.
 - iv. Non-defined Revenue: Revenue generated by departments or City entities that is not anticipated income, is not defined by ordinance or policy or has been determined not to pass the processing fee to the consumer or citizen in the form of a convenience fee.
 - v. Cardholder/ACH data: Cardholder data is any personally identifiable data associated with a cardholder. This could be an account number, expiration date, name, address, social security number, bank information (routing number) etc.
 - vi. Sensitive Cardholder data: This is defined as the account number, expiration date, CVC2/CVV2 (a three-digit number imprinted on the signature panel of the card), and data stored on track 1 and track 2 of the magnetic stripe of the card.
 - vii. Credit/Debit Card or ACH Processing: Act of storing, processing, or transmitting credit/debit cardholder or ACH data.
 - viii. E-Commerce Application: Any internet-enabled financial transaction.
 - ix. Employee: Any employee as defined by the City of Clovis Human Resource Policy & Procedure Manual.
 - x. POS Device: Point-of-sale (POS) computer or credit card terminals either running as standalone systems or connecting to a server either at the City of Clovis or at a remote off site location.
- d. Determining Credit Card, Debit Card, or ACH Locations or Use
- i. ACH
 1. The feasibility of ACH payments will be determined by the Finance Director for the purpose of collections of reoccurring payments for utilities or City services with defined City account numbers.
 2. ACH payments will be processed through the financial institution that currently processes the City's accounts receivable deposits or funds.
 3. ACH payments will only be processed on defined revenue sources.
- e. Credit/Debit Card
- i. The feasibility of accepting credit/debit card payments will be determined by conducting a survey of customers that use the service or product offered by the City. The survey will be conducted through the Purchasing

Agent. The Purchasing Agent will forward survey data and recommendations to the Finance Director. The City Manager will make the final determination to accept credit/debit cards for the requested services or product.

- ii. Credit card processing will be placed in two categories:
 1. Defined Revenue processing.
 2. Non-defined Revenue processing.
- f. Selection of Processing Company for Defined Revenue
 - i. Vendor selected to process payments for defined revenue (convenience fee paid by consumer) will be selected by a good faith search by the Purchasing Office and approved by the Finance Director.
 - ii. Selection may be conducted by a request for proposal (RFP) process as determined by the Finance Director. This is due to the low number of vendors available to process convenience fee based transactions.
- g. Selection of Processing Company for Non-defined Revenue
 - i. Vendor selected to process payments for non-defined revenue (City absorbs cost of processing) will be selected by a request for proposal (RFP) and evaluated in accordance with this ordinance.
- h. Processing/Setup of ACH
 - i. ACH application will be accepted by authorized personnel of the Finance Department only. Final applications will be approved by the Finance Director or designated representative.
 - ii. Personnel accepting applications will ensure that the customer requesting an ACH is authorized to approve ACH processing on the bank account requested on the application. Customer will provide a voided check that has pre-printed name, address, and/or other identifying information that matches a photo identification of the customer requesting the ACH.
 - iii. Power of Attorney: If the customer filling out the application is not the same as the individual listed on the bank account, they must have a power of attorney authorizing them to conduct the financial business of the individual listed on the bank account.
 - iv. Personnel accepting and processing ACH applications will use the highest vigilance in securing and protecting ACH application information.
 - v. No applications will be accepted over the phone.
- i. Credit/Debit Card Processing/Setup
 - i. Credit/Debit cards will be setup to process transaction in two different categories.
 1. Defined Revenue processing – processing fee is charged to the consumer through a convenience fee.
 2. Non-defined Revenue processing – processing fee (discount rate) is absorbed by the City entity.
 - ii. Credit/Debit cards may be processed using three different methods:
 1. On-line
 2. Phone – using a teller authorized computer.
 3. In person – computer terminal or a card terminal.
 - iii. Cardholder Information.
 1. Obtain accurate and valid credit cardholder information (via personal contact - cardholder present, via telephone - transaction

over telephone conversation, and/or via Web/Internet -transaction captured from Internet access).

2. The credit cardholder information required to process transaction is:
 - a. Dollar amount
 - b. Account number
 - c. Expiration date
 - d. Signature, if cardholder present
 - e. Other information as deemed need (CVC2/CVVS2)
3. When the cardholder is present, use the actual credit card that is present to obtain information. Use the credit card that is present and SWIPE (if using terminal) card to obtain authorization and perform transaction.
4. When the credit card is not present, obtain all information and verify information through authorization from the credit card processing service. Transactions accepted when credit card is not present pose a greater risk to the City by increasing the possibility of use by unauthorized individuals, and by compromising the Center's position in cases of disputed charges.
5. Cardholder must always sign credit card transaction receipt/application, when credit card is present.

iv. Cardholder Information Security

1. Credit cardholder information is obtained either by cardholder being present (credit card present) or by transmitted cardholder information (telephone, Internet, etc.).
2. If credit card information is obtained and recorded for future use (example: periodic billing for partial payments), the information should be secured and not accessible to unauthorized individuals. The information once used is to be properly destroyed and/or adequately stored, base on the prescribe retention schedule, unless specific business needs require longer retention.
3. Credit card information (i.e., credit card sales and/or refund/credit documentation) should be retained either within the department, and/or forwarded to General Accounting as specified and agreed to by General Accounting.
4. When information is obtained and transmitted through web/internet lines it should be safeguarded from unauthorized access. For credit card terminals. The Purchasing Office has worked with the credit card processing company to ensure that adequate security has been addressed to allow the secure transmission of sensitive information over telecommunication lines.

j. Reports and Bank Accounts

- i. Bank accounts will be setup in accordance with the City of Clovis financial policies as deemed necessary by the Finance Director to accommodate electronic process.
- ii. Processing reports and bank account statements will be processed and reconciled use procedures and policy as deemed appropriate by the Finance Director using standard City accounting procedures and policies.

k. Rates and Fees

i. Rates and fees will be charged under two categories:

1. Convenience Fees (consumer absorbs processing fee)
2. Discount Rate/Processing Fee (City absorbs processing fee)
3. Convenience Fees
 - a. Convenience Fees will be negotiated with the vendor responsible for processing credit/debit card transactions on defined revenue. Fees will be posted or updated on memorandum generated by the Purchasing Office and endorsed by the Finance Director.
4. Discount Rate/Processing Fee
 - a. Discount Rate will be negotiated with the vendor responsible for processing credit/debit card transactions on non-defined revenue. Fees will be posted or updated on memorandum generated by the Purchasing Office and endorsed by the Finance Director.

**APPENDIX A
BID TERMS AND CONDITIONS (BOILER PLATE)**

CITY OF CLOVIS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID, UNLESS OTHERWISE SPECIFIED. ANY EXCEPTIONS THERTO MUST BE IN WRITING.

1. **GENERAL:** Bids shall be submitted on this form. Each bid shall be placed in a separate envelope and property identified. See instructions on top of Invitation to Bid. Bids must be in the Purchasing Department of the City of Clovis on or before the hour and date specified; however, facsimile response to any bid invitation will be accepted, when received prior to bid opening date, but must show price bid, bid number, opening date, brand, model, etc., offered and delivery promise. (Confirmation on bid form must be postmarked on or before time and date of opening and received at the Purchasing Department of the City of Clovis, within 48 hours after opening dShow regular information on envelope and add the word: "Confirmation"). Telephone bids are not acceptable when in response to this invitation to bid. Late bids will not be considered under any circumstance and will be returned to the bidder unopened. Bid CANNOT be altered or amended after opening time. Any alteration made before opening time must be initiated by bidder or his authorized agent.
2. **WAIVERS:** The City of Clovis reserves the right to reject any or all bids, waive any technicality in bids, and unless otherwise specified by the City of Clovis or by bidder, to accept an increase or decrease on any or all items in the bid unless otherwise indicated in the bid documents. The City of Clovis reserves the right to waive minor irregularities. The City of Clovis also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not materially affect the procurement. This right is at the sole discretion of the City of Clovis.
3. **RESPONSIBILITY OF BIDDER:** Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show title or authority to bind his firm in a contract. The bidder, if this bid is accepted, hereby expressly binds himself to the City of Clovis from all claims, suits and actions on account of the work done by the bidder pursuant to the bid or by reason of any act or omission, misfeasance, or malfeasance of the bidder or of any bidder's subcontractor. This paragraph shall equally apply to injuries to bidder's employees. Any cost incurred by the bidder in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the bidder.
4. **SERVING SUBCONTRACTORS:** The Purchasing Agent recognizes the fact that the potential vendors have different business models for the delivery of support services or products. Whereas one potential vendor may provide support services through a wholly owned subsidiary another may provide support services through a local business partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, warranty, maintenance or technical support services in accordance with the terms and conditions of the price agreement or bid. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring agencies under the terms and conditions of the price agreement.
5. **ACCEPTANCE AND OPENING OF BID:** Bids will be accepted up until time and date listed on IFB at the office of the Purchasing Agent, 321 Connelly, P.O. Box 760, Clovis, NM 88102-0760.

Bids will then be opened publicly and read aloud in the assembly room (unless otherwise stated). A recommendation will be taken to the City Commission at a regular meeting for award.

6. **BRAND NAME:** Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Vendor should give brand name, model number, and date of manufacture of item(s) bid. The City may specify no substitute or exception if required to match existing equipment.

7. **DELIVERY:** Bid must quote FOB destination and show number of days required to place material in City's designated location under normal conditions. Failure to state delivery time obligates bidders to complete delivery in 14 calendar days. A difference in delivery promise may break a tie bid. Consistent failure to meet delivery promise without valid reason may cause removal from bid list.

If delay is foreseen, contractor shall give written notice to the Purchasing Department of the City of Clovis. City of Clovis has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the City of Clovis to purchase supplies elsewhere and charge full increases in cost and handling to defaulting contractor.

8. **COMMERCIAL WARRANTY:** All items bid shall be new, in first class conditions unless otherwise stated. Bid should include container suitable for shipment and storage. Successful bidder must submit the most favorable commercial warranty and/or guarantee in writing to the City of Clovis that would be offered to any customer for the same supplies or services, or as specified in bid. The vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

9. **PACKING, SHIPPING AND INVOICE:** The Purchase Order Number and the Vendor's name, user's agency name and location shall be shown on all packing and delivery tickets, packages, bill of lading and all other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing list.

The Vendor's invoice shall be submitted in triplicate, certified and contain the following: Purchase Order Number, description of goods or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each separate shipment. Payment will not be made from a month and statement.

10. **INSPECTION AND ACCEPTANCE:** The City will have final inspection and acceptance at destination. Supplies rejected due to non-conformance with bid specifications will be removed at vendor's expense and risk in a timely manner after notice of rejection.

11. **DEFAULT:** The City reserves the right to cancel all or any part of this contract without cost of the City, if the successful vendor fails to meet the provision of the order, except for conditions beyond the vendors control, the vendor will be liable for any excess costs to the city due to the vendors default. This statement does not exclude any other rights provided by law.

12. **NON-COLLUSION:** By signing and submission of this bid, the vendor certifies that there was neither directly or indirectly any collusion, which would restrain free competitive bidding.

13. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199, NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
14. QUESTIONS: Questions concerning the procurement process should be directed to the Purchasing agent. Questions concerning the Bid specifications should be directed to the user agency.
15. NON-DISCRIMINATION: Vendors doing business with the City of Clovis must be in compliance with the Federal Civil Rights Act of 1954 and the Title VII of the Act. Rev, 1979 and the Americans with Disabilities Act of 1990.
16. COOPERATIVE BID: By submitting a bid the vendor agrees to allow other municipalities or other authorized governmental agencies to purchase from this bid.
17. BONDS: When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City of Clovis and shall become binding on the parties upon the execution of the contract. If a contractor fails to deliver the required performance and payment bonds, the contractor's bid shall be rejected; its bid security shall be enforced to the extent of actual damages.
18. RENEWAL: If the bid is an annual bid the City of Clovis reserves the right to renew the bid for three (3) years (4 years total) for bid under \$20,000 or seven (7) years (8 years total) for bids over \$20,000.00. The City of Clovis reserves the right to renew or issue a new Invitation to Bid (ITB) without explanation or cause.
19. PENALTIES: If the winning contractor is not fulfilling the terms of the bid, to include delivery date, the City of Clovis will initiate the following procedures:
 - A. **First Notice:** Written warning describing unsatisfactory work rendered or non-performance of term of the bid. The contractor will be given 10 working days to respond to this notice.
 - B. **Second Notice:** Issuance of a second written notice after ten-business day will assess the contractor a **\$100.00 penalty fee per day** for unsatisfactory work, non-delivery, or non-performance of contract. The fee **will not be charged** if notice of assessment for unsatisfactory work rendered, non-delivery, or non-performance of contract is made satisfactory within 48 hours of notice. Each day that there is a violation may constitute a separate offense.
20. PROTEST
 - a. **PROTEST BOND:** Protest may be filed in accordance with 13-1-1 NMSA. A \$5000.00 protest bond will be filed for each protest. If protest is upheld, bid will be awarded to the next qualified bidder. If the protest is disallowed the protesting bidder will forfeit the \$5000.00 bond.
 - b. Any protest by a vendor must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive vendor shall begin on the day following the price agreement awards and will end as of 5:00 PM Mountain Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of grounds for the protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Office.

ADDITIONAL BIDDING INSTRUCTIONS

1. **BID UNIT PRICE** on quantity specified-extend and show total. In case of errors in extensions, UNIT prices shall govern. Bids subject to unlimited price increases not considered. The City reserves the right to award the bid by item or in total. Payment shall be made upon receipt of entire order unless authorized by the City.
2. **NEW MEXICO BIDDERS PREFERENCE NUMBER:** This bid is subject to New Mexico Bidder's Preference as outlined in Section 13-1-21 of NMBA 1978, Amended. Current preference number must be listed on the front page of the bid at the time of opening to be considered.

If the vendor is requesting Resident Manufacturer's Preference, Vendor should complete the following:

I (WE) CERTIFY THAT THE FOLLOWING ITEMS NUMBERED _____ AS INDICATED IN THIS BID WERE (ARE) GROWN, PROCESSED OR MANUFACTURED WHOLLY IN THE STATE OF NEW MEXICO.

SIGNATURE OF BIDDER: _____
Vendor must sign

The form necessary to complete to qualify for a New Mexico Resident Preference number can be obtained as follows:

1. By contacting the State of New Mexico Purchasing Division as follows:
 - a. Telephone number – (505) 827-0427, or
 - b. Address – State Purchasing Division
Joseph Montoya Building
Room 2016
1100 St. Francis
Santa Fe, NM 87504
2. By contacting the City of Clovis Purchasing Department as follows:
 - a. Telephone number – (505) 769-7827, or
 - b. Address – City of Clovis
321 Connelly
P.O. Box 760
Clovis, NM 88101
3. **SAMPLES:** When requested, must be furnished free of expense. If not destroyed in examination they will be returned to the bidder, on request at his expense. Each sample should be marked with bidder's name and address and City of Clovis' Bid number.
4. **INQUIRIES:** pertaining to bid invitations must give bid number and opening date. NO substitutions or cancellations permitted without written approval of the Purchasing Department of the City of Clovis.
5. **TIME PERIOD:** The City of Clovis reserves the right to analyze and examine this bid for a period of 30 days completed from date and time of bid opening. In no way will the vendor be obligated or the City liable for any goods or services until the Purchasing Department of the City of Clovis issues a purchase order. Upon issuance of a purchase order, all provisions of the bid become a contract and when fulfilled by the vendor, payment will be rendered by the City of

Clovis within 20days after acceptance and receipt of duplicate invoices showing the purchase order number.

6. PROTEST: If a vendor is of the opinion that the specifications, as stated, precludes them from bidding, it is requested that the Purchasing Agent be notified in writing, at least SEVEN (7) DAYS PRIOR to date of opening.
7. NO BID: Do not return bid forms. Vendors will remain on the active list for a minimum of three years from last transaction.

INVITATION TO BID
"BID NAME"
CITY OF CLOVIS
321 CONNELLY STREET, P.O. BOX 760
CLOVIS, NM 88102-0760

BID #NUMBER **BID OPENING DATE: TUESDAY OR THURSDAY**
AT 10:00 A.M. OR 2:00 P.M. MST

Mail SEALED BIDS to above address (show bid opening date and bid number in lower left hand corner of sealed bid envelopes and show return address). Bids may be faxed to (505) 763-9316. A cover letter should clearly identify the Bid Number and opening date to allow the third party to seal in envelope. The original should be mailed as soon as possible to confirm bid. No bid will be awarded without receipt of original

BID F.O.B. DESTINATION

FOR BID PURPOSE ONLY, TOTAL PRICE SHOULD EXCLUDE ANY APPLICABLE STATE GROSS RECEIPTS TAX THAT THE CITY MAY BE REQUIRED TO PAY.			
Be sure to indicate unit price, if applicable, and all extensions.			
ITEM NO.	UNITS	DESCRIPTION	PRICE
1	1	BID DESCRIPTION	\$ _____
NEW MEXICO BIDDERS PREFERENCE NUMBER _____			

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated, and in strict accordance with the specifications and general conditions of the bid, all of which are made a part of this offer. This offer is not subject to withdrawal.

Delivery will be made in _____ days. Price will remain in effect for _____ days.

DELIVERY MAY BE CONSIDERED IN THE AWARD OF THE BID.

IF APPLICABLE-BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

AMENDMENT NO: _____	DATE: _____
AMENDMENT NO: _____	DATE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

SIGNATURE & TITLE: _____

PHONE:() _____

APPENDIX B RFP TERMS AND CONDITIONS (BOILER PLATE)

As required by 13-1-111 NMSA 1978, the City of Clovis is requesting competitive sealed proposals for professional services.

Proposals must include but are not limited to the requirements set forth in the "Form of Proposal". Proposals deposited with the City may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the City. Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals.

The opening of proposals shall be conducted in private in order to maintain the confidentiality of the contents of all proposals during the negotiation process. Upon reviewing the Proposal, top qualified offers may be contacted for additional qualifying information in the form of a formal presentation.

Negotiations may be conducted with all responsible Offerors who submits proposals found to be reasonably likely to be selected for award.

The award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to the City of Clovis, taking into consideration the evaluation factors set forth in the request for proposals. The award of a contract for professional services may be made based upon criteria which does not include price.

The City will open and evaluate all proposals; determine the need for, and conduct any negotiations; and make a final recommendation to the City Commission for award of the contract.

The City reserves the right to reject any or all proposals and to waive any technicalities at its option when in the best interest of the City of Clovis.

Award of the contract is contingent upon the budgeting and appropriation of funds for the continuation of the services contemplated by this Request for Proposal.

The proposal excludes all applicable taxes including applicable state gross receipts tax or applicable local option tax. The City will pay for any taxes due on the contract and will pay any increase in applicable taxes which come effective after the date the contract is entered into. Taxes shall be shown as a separate amount on each billing or request for payment and shall separately identify each tax being billed.

COOPERATIVE BID: By submitting a proposal the vendor agrees to allow other municipalities or other authorized governmental agencies to purchase from this bid.

RENEWAL: If the RFP is an annual RFP the City of Clovis reserves the right to renew the RFP for seven (7) years (8 years total). The City of Clovis reserves the right to renew or issue a new Request for Proposal (RFP) without explanation or cause.

PENALTIES: If the winning contractor is not fulfilling the terms of the bid, to include delivery date, the City of Clovis will initiate the following procedures:

- C. **First Notice:** Written warning describing unsatisfactory work rendered or non-performance of term of the bid. The contractor will be given 10 working day to respond to this notice.
- D. **Second Notice:** Issuance of a second written notice after ten business day will assess the contractor a **\$100.00 penalty fee per day** for unsatisfactory work, non-delivery, or non-performance of contract. The fee **will not be charged** if notice of assessment for unsatisfactory

work rendered, non-delivery, or non-performance of contract is made satisfactory within 48 hours of notice. Each day that there is a violation may constitute a separate offense.

PROTEST BOND: Protest may be filed in accordance with 13-1-1 NMSA. A \$5000.00 protest bond will be filed for each protest. If protest is upheld, bid will be awarded to the next qualified bidder. If the protest is disallowed the protesting bidder will forfeit the \$5000.00 bond.

NOTICE: The Procurement Code, 13-1-21 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

TERMINATION OF NEGOTIATIONS: The City at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the City determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer eligible for selection. The City will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the City.

CONFIDENTIALITY/PROPRIETARY INFORMATION: Proposers should give specific attention to the identification of those portions of proposals deemed to be confidential, proprietary information or trade secrets, and provide justification of why such materials, upon request, should not be disclosed by the City under the Public Records Act under New Mexico Law and must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface the proposal with a proprietary statement. Unless materials are properly noted as confidential/proprietary and proper justification is provided as required above, all materials submitted by the Proposer become the property of the City of Clovis and may be returned to the Proposer at the sole discretion of the City. The City has the right to use any/all ideas, not noted as confidential/proprietary, presented in any response to the RFP, whether the Proposer is selected by the City or not. All proposals are kept confidential until and award is made by the RFP Committee.

WRITTEN DETERMINATION: By releasing this Request for Proposal, the Purchasing Agent has made a written determination in accordance with 13-1-111, NMSA 1978 listed below. This constitutes the written determination.

Except as provided in Subsection G of Section 13-1-119.1 NMSA 1978, when a state agency or a local public body is procuring professional services or a design and build project delivery system, or when the state purchasing agent, a central purchasing office or a designee of either officer [office] makes a written determination that the use of competitive sealed bidding for items of tangible personal property or services is either not practicable or not advantageous to the state agency or a local public body, a procurement shall be effected by competitive sealed proposals.

EEO STATEMENT: The City of Clovis is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status or sexual orientation.

PREPARATION COSTS: The City of Clovis is not responsible for any costs associated with the preparation or submittal of this RFP.

PRECEDENT: All items in the General Conditions may be modified in the body of the Request for Proposal (RFP). The written RFP takes precedent over the General Conditions listed above.

City of Clovis

Request for Proposal Committee Member Rules

These rules are setup in accordance with 13-1-28, NMSA 1978, New Mexico State Procurement Code, City of Clovis Ordinance 1830-2006, and 3-1-1 NMSA 1978..

RFP Member Rules for review:

1. You may:

- a. Contact the vendor with specific question about their product or service.
- b. Contact references provided by the vendor. (This includes former employers if listed within the proposal)
- c.
- d. Share details and opinions with other committee members.
- e. Request additional information from the vendor through the Purchasing Agent.

2. You may not:

- a. Discuss a vendor's proposal with another vendor.
 - i. Regardless of whether or not the other vendor submitted a proposal.
- b. Reveal prices from the proposals.
- c. Make copies of the proposal for other parties.
- d. Discuss details of the proposal with anyone outside the RFP Committee or the Purchasing Agent or designated representative.
- e. Negotiate with the vendor for price reductions or make contract agreements on behalf of the City.

3. Remember these proposals are not public record until a vendor is selected and a decision is made on the terms of the contract.

- a. Any information considered copyright information or licensed information can not be release at anytime.

4. Conflict of Interest:

- a. If you have family members or you are an interest holder in a vendor being evaluated you must notify the Purchasing Agent.
- b. If you have received funds from a vendor as a gift, payment for services, as an employee, campaign contributions, or other funds as describe in New Mexico State Statutes you must notify the Purchase Agent.

5. Exemptions

- a. RFP Committee meetings are exempt under the Open Meeting Act.
- b. Discussion must be confined to a procurement topic. Topic of discussion is not specifically addressed in the Open Meetings Act. This is the policy of the Purchase Agent as recommended by the City Attorney.

6. Questions. When in doubt, call first.

- a. Purchasing Agent
 - i. Office – 763-9633
 - ii. Home – 769-3150
 - iii. Cell – 693-8180

Appendix C Rules List

APPENDIX E

**CITY OF CLOVIS
PURCHASING CARD CARDHOLDER AGREEMENT**

Requirements for Use

The Purchasing Card is to be used only to make purchases at the request of and for the legitimate business benefit of the City of Clovis.

The Purchasing Card must be used in accordance with the provisions of the Purchasing Card Program Cardholder Manual and in accordance with the Purchasing Card policies and procedures established by the City of Clovis.

Violations of these requirements may result in revocation of use privileges and/or disciplinary action, up to and including termination of employment. Employees who are found to have inappropriately used the Purchasing Card will be required to reimburse the City of Clovis for all costs associated with such improper use.

Purchasing Card Account Number: _____

Monthly Limitations: _____

Received by: _____
(Print Cardholder Name)

Cardholder Signature: _____

Date: _____

Received by:

Purchasing Card Administrator

Authorized by:
Cardholder Signature:

Bank of America

Phone 1-800-538-8788, Fax 1-800-253-5846 Attn.: Commercial Card Services

Cardholder Statement of Disputed Item

Organization Name: _____
Cardholder Name: _____
Cardholder Account Number: _____

Statement Date	Transaction Date	Merchant Name/Description
Amount	Posting Date	Reference Number

Check the description most appropriate to your dispute. If you have any questions, contact Bank of America at 1-800-538-8788.

- _____ 1. **Alteration of Amount:**
 The amount of the sales draft has been altered from \$ _____ to \$ _____.
 (Please include copy of sales draft)
- _____ 2. **Unauthorized Mail or Phone Order:**
 I certify the charge listed above was not authorized by me or any person authorized by me to use this account. I have not ordered merchandise by phone or mail, or received goods and services as represented above.
- _____ 3. **Cardholder Dispute:**
 I did participate in the above transaction, however, I dispute the entire charge, or a portion, in the amount of \$ _____ because: _____

- _____ 4. **Credit Not Received:**
 The merchant has issued me a credit slip for the transaction listed above; however, the credit has not posted to my account. The date on the voucher is between 30 and 90 days old. (Please include a copy of the credit voucher.)
- _____ 5. **Imprinting of Multiple Slips:**
 The above transaction represents multiple billing to my account. I only authorized one charge from this merchant for \$ _____. I am still in possession of my card.
- _____ 6. **Merchandise Not Received:**
 My account has been charged for the above transaction, but I have not received this Merchandise. I have contacted the merchant.
- _____ 7. **Merchandise Not Received:**
 My account has been charged for the above transaction, but I have since contacted this merchant and canceled the order. I will refuse delivery should the merchandise still be sent.
- _____ 8. **Merchandise Returned:**
 My account has been charged for the transaction listed above, but the merchandise has been returned. Provide a description of the circumstances. (Please include postal receipt if applicable.)
- _____ 9. **Inadequate Description/Unrecognized Charge:**
 I do not recognize this charge, Please supply a copy of the sales draft for my review.
- _____ 10. **I am no longer disputing this charge.**

APPENDIX J

MISSING RECEIPT SLIP

NAME OF DRIVER: _____

VEHICLE NUMBER: _____ DATE: _____ TIME: _____

DEPARTMENT/SECTION: _____ ODOMETER READING: _____

FUEL COST: _____ LOCATION: _____ GALLONS: _____

REASON FOR NO RECEIPT: _____

DRIVER SIGNATURE: _____

MISSING RECEIPT SLIP

NAME OF DRIVER: _____

VEHICLE NUMBER: _____ DATE: _____ TIME: _____

DEPARTMENT/SECTION: _____ ODOMETER READING: _____

FUEL COST: _____ LOCATION: _____ GALLONS: _____

REASON FOR NO RECEIPT: _____

DRIVER SIGNATURE: _____

MISSING RECEIPT SLIP

NAME OF DRIVER: _____

VEHICLE NUMBER: _____ DATE: _____ TIME: _____

DEPARTMENT/SECTION: _____ ODOMETER READING: _____

FUEL COST: _____ LOCATION: _____ GALLONS: _____

REASON FOR NO RECEIPT: _____

DRIVER SIGNATURE: _____

EMPLOYEE RESPONSIBILITY STATEMENT

TO: Fleet Management

SUBJECT: Assignment of Driver Identification Number

FROM: _____ (Employee Name)

_____ (Department)

I certify that I have read the policies covering the use of the City of Clovis Fuel Card. I also certify that I must:

After completion of this form, the Fleet Manager will assign a 6 digit driver identification number. The driver identification number will not be written down or kept with the vehicle card.

If the driver identification number is compromised notify Fleet Management, Departmental Fuel Card Manager, or a supervisor immediately.

Avoid giving a driver identification number to a station attendant. Insist on entering the number without the attendant’s help. During equipment malfunctions and some situation you may have to disclose your number to authorize the sale. During these times, use discretion. If you believe the integrity of your driver identification number has been compromised notify Fleet Management, Departmental Fuel Card Manager, or a supervisor immediately.

Enter the correct odometer reading. Do not guess or use variation of the odometer reading.

Do not allow the card out of sight during a sales transaction.

Verify the purchase information is correct before signing the receipt or leaving the station.

Do not sign blank receipts or receipts without dollar or date information.

Always check the card when returned. Ensure that the card is your card.

Do not leave receipts or cards accessible.

If a card is lost or stolen report it immediately to Fleet Management, Departmental Fuel Card Manager, or a supervisor.

I have read and understand the condition above. I also understand that failure to protect my driver identification number will require me to reimburse the City of Clovis for fuel expense incurred due to my negligence. It may also result in disciplinary action in accordance with City Policy, including dismissal.

Employee Signature

Date

Department Head Signature

Date

REVIEW CERTIFICATION LETTER

TO: City of Clovis, Fleet Management

SUBJECT: Completion of Monthly Fuel Usage Review

FROM: Department _____ (Department Name)

I certify that I have reviewed the attached monthly fuel report and have obtain all driver's signatures next to the transactions that processed under their driver identification number during the month and year of _____ (Ex. December 2005). I further certify and validate those transactions for drivers that were not available to sign their transactions due to retirement, dismissal, resignation, vacation, sick leave, or other foreseen circumstances.

Print Name: _____

Signature: _____

Date: _____

For Fleet Management Use Only
Date Received: _____
Name of Fleet Management Personnel verifying all transactions are signed.
Print and Sign: _____

APPENDIX L

VEHICLE PROFILE SHEET

City Vehicle ID #: _____ Last 6 Digits of the VIN: _____

License Plate #: _____ Make: _____ Model: _____

Departments Assigned: _____ Sub-Department: _____

Sub-department ex: Department is Public Works. Sub-department is Streets.

Fuel Type: (Circle one) Unlead Diesel Other: _____ Fuel Tank Size: _____

The questions listed below will determine the authorization the vehicle will have for fueling.

1. Multiple transactions per day? Yes No
2. Out of state transactions? Yes No
3. Off Hour? Hour vehicle can be fueled. _____ am/pm to _____ am/pm
4. Days of the week this vehicle can be fueled: (Circle all that apply)
 - a. Sunday
 - b. Monday
 - c. Tuesday
 - d. Wednesday
 - e. Thursday
 - f. Friday
 - g. Saturday
5. Dollar amount per transaction. \$ _____ (This should be set at 5% higher than the average of the last three fill-ups to account for price changes)

If you have any questions about a vehicle profile, please contact Jacqueline Albers at 1628 or 763-9628. We need these profiles returned as soon as possible to request your fuel card.

Department Head Signature

Date

Fleet Management Use Only

New card issued on: _____ Card #: _____

Card issued to: _____ (print and sign)

Appendix M

Appendix N

Sole Source Procurement List as of 07/01/2010
ADDED AS APPROVED BY THE PURCHASING AGENT AND CITY MANAGER

Approval Number	Department	Vendor	Description	Approved Date
SSL10-0909-01	Public Works	Otto Waste Systems	Poly Cart Containers	9/3/2009
SSL10-1030-02	Police	Tazer	Police tazer guns.	10/29/2009
SSL10-0106-03	Public Works	Schreiber Corp, LLC	Waste Water Treatment Plant Equipment and Parts	1/6/2010
SSL10-0416-04	Building Safety	ADAPCO	Mosquito Control devices and Chemicals	4/28/2010
SSL10-0429-05	Public Works	Phoenix Highway	Overhead LED Lights	4/29/2010

Appendix O

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into by and between the City of Clovis, a Home Rule Municipality located at 321 N. Connelly, Clovis, New Mexico (hereinafter referred to as the “City”), and the _____, located in Clovis, Curry County, New Mexico. (hereinafter “GFR”-Government Funds Recipient).

WHEREAS, The GFR is a New Mexico not for profit organization that provides _____ and,

WHEREAS, The GFR has been designated to receive funds from a governmental entity (Federal, State, Local, or other.) in the amount of \$_____ for the purpose of _____. The GFR has requested that the City act as Fiscal Agent (agent of the national government or its agencies or of a state or municipal government that performs functions relating to the issue and payment of money granted for the benefit of a non-profit, non-governmental entity) and,

WHEREAS, until the GFR allocates, spends, encumbers, or otherwise appropriates the funds allocated or awarded by the governmental entity, the parties wish to enter into an agreement for the City to act as the Fiscal Agent for the GFR.

WHEREFORE, the City and the GFR agree as follows:

1. The City will provide procurement assistance and financial oversight of the funds.
2. The City will provide personnel to assist in obtaining quotes, bids, or other procurement methods in order to expend the awarded funds.
3. The GFR will provide a copy of the grant, loan, or other agreements entered into with the government entity.
4. The GFR will provide proof of matching funds, if any, required by the awarding governmental entity, including any award by the City of Clovis Commission.
5. The GFR agrees to pay all expenses in excess of the amount allocated by the agreement between the GFR and the governmental entity, and to hold the City harmless for payment of those expenses.
6. The GRF will be responsible to pay all applicable gross receipts and/or compensating taxes related to products or services purchased with funds under this agreement.
7. The GFR will follow and conform to all City, State, or Federal laws, procedures, or ordinances, as applicable, related to the disbursement of these funds
8. The GFR will provide all documentation and certificates required to obtain reimbursement from the governmental entity.

9. The GFR agrees in the event that the funding governmental entity determines that funds have been wrongfully spent and demands repayment, the GFR will repay the required amount.
10. This Memorandum of Agreement will expire when all funds have been dispersed or repaid and the City has received reimbursement of all funds in the audit year and the annual audit has been completed.

Effective the _____ day of _____, 2009.

CITY OF CLOVIS

By: _____

_____ (GFR)

By: _____

ADDITIONS AND CHANGES

Initial printing of this manual was printed on January 5, 2006 and approved by the City Commission on January 5, 2006, all other changes to this manual will be approved by the City Commission by resolution. Listed below are the current approved changes.

<u>DATE</u>	<u>PAGE #</u>	<u>DATE APPD</u>	<u>APPD BY</u>	<u>CHG DESCRIPTION</u>
9 Feb 06	0	9 Feb 06	Commission	Initial copy – no changes
16 Mar 06	19	16 Mar 06	Commission	Resolution 2327-2006 Clean hands/Length of contracts
16 August 07	Multiple	16 August 07	Commission	Various changes Resolution 2417-2007
15 May 08	Multiple	15 May 08	Commission	Various changes Resolution 2456-2008
6 August 09	Multiple	6 August 09	Commission	1. Correct of miscellaneous spelling and grammar errors 2. Section 9 “Sole Source Procurement” Add paragraph c. i through iii, Sole Source List –Rules and requirements. 3. Section 11 “City of Clovis Purchase Card Program” Added paragraph r., Establishes 15 day limit for delinquent credit cards. 4. Section 21 “Non-City Entities” Add this as new section. Covers procurement rules for non-city entities and MOU. 5. Add Appendix N Sole Source Procurement List 6. Add Appendix O Memorandum of Agreement for fiscal agent and procurement rules with non-city entities. Resolution 2510-2009

5 August 10	Multiple	6 August 10	Commission Resolution 2570-2010	<ol style="list-style-type: none"> 1. Page 18. Section 14-c-iii Preference number clarification as stated in 13-1-28 NMSA 1978. More definition on the use of the preference number. 2. Page 19-22. Section 15 (new section) Moved evaluation procedures that were previously in Appendix C to the main body of the manual. Adds provisions for two standing RFP Committees. 3. Page 23. Section 17-iv-4-a, c, and E Title correction. Gives Risk Manager the option to appoint a designated representative in their absence or when there is a conflict of interest. 4. Page 25. Section 23 (new section) Credit Card Services and Policy Procedures. Since the Purchasing Office handles most of the credit card setup and monitoring this section was added to the Purchasing Manual. This is to comply with recent legislation that requires the City to establish an ordinance or policy governing accepting credit cards as payment. 5. Page 36. Appendix B Change bid to proposal. 6. Page 37. Appendix B Add additional terms and conditions to Request for Proposals boiler plate. Some are to comply with provision of 13-11-28 NMSA 1978, without having to complete written memos for each RFP. 7. Page 38. Appendix C Replaces the old Appendix C that was moved to the main body of the manual. Adds RFP Committee Member Rules. Was previously in the Purchasing Policy Manual. 8. Page 46. Appendix M Update contact information on Vehicle Profile Sheet. 9. Page 47. Appendix N Update Sole Source Listing as approved with FY 2010 additions.
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