

Curry County

Request for Proposals

BANKING SERVICES

Request for Proposal No. 2012/13 – 05

**Sealed Proposals Submitted to:
Curry County Administration Office
Curry County Court House
700 N. Main Street, Suite 10
Clovis, NM 88101
Attn: Purchasing Department**

**Date Proposals Submitted by:
Wednesday, May 8, 2013
Time: 2:00 p.m.**

**Proposals must be submitted in a sealed
envelope that is clearly marked**

“RFP No. 2012/13-05 – Do Not Open”

The Board of Commissioners of Curry County, State of New Mexico, is requesting competitive sealed proposals from qualified banking institutions interested in providing banking services for Curry County. Five (5) copies of the proposals should be submitted no later than **Wednesday, May 8, 2013 at 2:00 p.m.** at the Curry County Administration Office, located at 700 N. Main Street, Suite 10, Clovis, NM 88101.

Evaluation of Proposals and Contract Negotiations

Proposals will be reviewed and ranked in private by an Evaluation Committee. After the evaluation of the proposals, interviews may be requested, in order to obtain the most advantageous offer. Curry County shall enter into negotiations with the top-ranked institution(s), and is obligated to get the best interest rates and fees possible. These negotiations shall include all aspects of services and fees. A recommendation will then be made to the Board of Commissioners for award to the most responsible proposer, whose proposal is determined to be the most advantageous to Curry County, based upon the specific evaluation criteria. It is possible the Board of Commissioners will request an oral presentation of your proposal. Curry County reserves the right to award the proposal to more than one institution.

Term of Contract

The contract shall be awarded for a one-year (1) period, with the option to renew, on an annual basis, for three (3) additional years, for a total of four (4) years. The decision to renew the contract will be at the discretion of Curry County and the selected institution(s).

SCOPE OF SERVICES

The county desires to enter into a contractual relationship with a banking institution to provide banking services to the County of Curry, including but not limited to the following:

1. Provide banking services, such as a repurchase agreement, whereby money deposited by Curry County is automatically "swept" into an interest-bearing account on a daily basis or other interest-bearing collateralized deposit account. All interest earned shall meet or exceed rates set forth in NMSA 6-10-36E, which states that said rate shall not be less than 100% of the asked price on United States treasury bills of the same maturity on the day of the deposit.
2. Curry County requires the following guidelines shall be utilized to ascertain the level of collateral required from each financial institution. These Ratios

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are in agreement with those set by the State Board of Finance for the State of New Mexico. Determination of the collateral level must be determined every quarter prior to the Curry County Investment Committee Meeting .

<u>Ratios</u>	<u>50%</u>	<u>75%</u>	<u>102%</u>
Primary Capital Assets Net Operating Income/	Above 6.0%	5.0%-6.0%	Less than 5.0%
Total Average Assets Non-Performing Loans/	Above 6.0%	.51% - .61%	Less than .51%
Primary Capital	Under 35.0%	35.0% - 49.9%	Above 49.9%

- 3 Other banking services, including the use of cash counting machines, as deemed necessary by the County.
- 4 When necessary, meet with the Curry County Treasurer, County Finance Director and other County officials.
5. Provide names and resumes of key personnel to be assigned to the performance of the contract. Resumes describing the qualifications of personnel to be utilized in the performance of the contract must show, at a minimum, the person's name, education, position and total years and types of experience relevant to the performance of the contract.
6. Describe and reference the firm's experience in providing banking services, specifically repurchase agreements, whereby the funds deposited are automatically "swept" into an interest-bearing account on a daily basis.
7. Discuss what distinguishes your firm from your competitors in providing banking services.
8. Describe any Federal or State banking censure of litigation involving your institution that has occurred within the last five (5) years.
9. Describe in detail your on-line banking system. This should include how often the accounts are updated, as well as online services available to the county.
10. Provide a list of three (3) client references for accounts where your institution is providing banking services. These references should have employees of 100 or greater and over 10,000 transactions per month. Include client names, contact persons, addresses, telephone numbers, and type of accounts and length of time your firm has provided this service.

FEES

1. Provide a fee schedule that would apply to any applicable banking service. Provide maximum annual compensation.
2. Curry County will not be charged for any checks or deposits that have been received or any bank service charges. In addition, the County will be provided on-line check retrieval and bank statements, at no cost.
3. List the expenses that are covered in the fee structure.

ADDITIONAL INFORMATION

There are approximately 185 Curry County employees. They are paid electronically via ACH. Curry County does receive occasional payments that are returned for insufficient funds, etc. In addition, there are a few stop payment orders annually.

EVALUATION AND AWARD CRITERIA

This Request for Proposal seeks an institution that will provide banking services to Curry County. The selection will be made based upon the following evaluation factors:

1. Ability of the institution to provide the services required including the sweeps into an interest bearing account. 20 points
2. Interest compensation to Curry County. 20 points
3. Availability of institution to serve the County including on-line banking services 20 points
4. Ability to meet required collateral levels quarterly 20 points
5. Ability to meet with County Offices and provide other services as needed. 20 points

A. Effective Period of Proposal

All proposals shall state the period for which the proposal shall remain in effect. Such period shall not be less than ninety (90) days from the proposal date. Services will need to begin by July 1, 2013.

B. Confidentiality

Until a contract is executed, resulting from this Request for Proposal (RFP), no employee, agent or representative of any proposer shall make available or discuss its proposal with any elected or appointed official, officers, member, employee, agent or representative of Curry County, unless for purposes of clarification, evaluation or negotiation. Proposals shall not be opened publicly and shall not be open to public inspection, until after the award of the contract.

C. Right of Rejection

Notwithstanding any other provisions of the RFP, Curry County reserves the right to award the contract for Banking Services to the most responsible, responsive proposer(s), whose proposal is most advantageous to Curry County, taking into consideration the evaluation factors set forth in this RFP. Further, Curry County reserves the right to reject any and all proposals, in whole or in part, when it is deemed to be in the best interest of the County, and with no penalty to the County.

D. Award of Contract

The institution(s) to which the contract is awarded shall be required to enter into a written contract with Curry County, in a form approved by legal counsel for Curry County. This RFP, or any part thereof, may be incorporated into and made part of the final contract. Curry County reserves the right to negotiate the terms and conditions of the contract with the selected firm(s). Curry County also reserves the right to make multiple awards.

CONTRACTUAL PROVISIONS

A. Termination

The contract may be terminated by either of the parties hereto, upon written notice delivered to the other party, at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

B. Amendment

This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

C. Notice

The Procurement Code, Sections 13-1-28 through 13-1-99, 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.

D. Equal Opportunity Compliance

The successful institution agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the institution agrees to insure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the institution is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies.

E. Applicable Laws

The contract shall be governed by the laws of the State of New Mexico.

QUESTIONS

Questions regarding the procurement process should be directed to Lee Ann Hutchins, Finance Director at (575)763-6016.

