

County of Curry



Request for Proposals No. 2019/20-02

Financial Advisory Services

Issue Date:

October 31, 2019

Mandatory Notice to Owner of Intent to Propose Form Due:

November 18, 2019

Proposal Due:

December 3, 2019

Time: 2:00 p.m.

Curry County Administration Office

417 Gidding St., Suite 100

Clovis, NM 88101

Attn: Finance Department/Procurement Office

575-763-6016

**Proposals must be submitted in a sealed envelope
that is clearly marked
"RFP No. 2019/20-02 Do Not Open"**

The Board of County Commissioners of Curry County, State of New Mexico (hereinafter referred to as "County") is requesting competitive sealed proposals from an experienced financial advisor to provide Financial Advisory Services for Curry County.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version must be received no later than **December 3, 2019 at 2:00 p.m.** Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

Proposals will be reviewed and ranked in private by an Evaluation Committee. It is possible that the Curry County Evaluation Committee will request an oral presentation. A recommendation will then be made to the Curry County Commission for award to the Offeror whose proposal is determined to be the most advantageous to the County, based upon the specific evaluation criteria as outlined in the proposal. The Curry County Commission may also request an oral presentation by the highest ranked applicant(s).

IMPORTANT:

Sealed Proposal along with RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact by email, Purchasing Agent Troy Hall at thall@currycounty.org immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to the Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, Clovis NM 88101.

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE AT LEAST TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE.

Troy Hall
Purchasing Agent/
Chief Procurement Officer
thall@currycounty.org

PURPOSE

The County of Curry is issuing this Request for Proposal (RFP) to retain the services of an experienced Financial Advisor (herein referred to as offeror) qualified to do business in the State of New Mexico. The offeror shall be responsible for advising the County and providing certain services as described herein including, but not limited to, the County's investments, debt financing and revenue sources.

SCOPE OF SERVICES

The offeror shall work with the County Manager (hereinafter referred to as "Manager"), Finance Director, County Treasurer, County Attorney, Curry County Board of Finance (hereinafter referred to as "BOF") and Curry County Investment Committee in advising the Board of County Commissioners on County finance matters as described herein when authorized by the Manager, County Treasurer or the Board of County Commission. The offeror shall also provide the following specific services.

1. Investments and Deposits

The offeror shall provide advice to the BOF and the County Treasurer with respect to the County's investment and deposit options, strategies and the administration of investment of bond proceeds, and all idle and active funds. In particular, the offeror shall:

- a. Actively manage County's investments as per the County's investment policy (attached) and work directly with the Curry County Treasurer;
- b. Regularly monitor, analyze and project cash flow needs to anticipate fund expenditure requirements and maximize the safety, liquidity and return on funds available for investment;
- c. Routinely monitor and provide assistance in developing and implementing investment strategies that will maintain or enhance portfolio quality and performance within the parameters of the County Investment Policy;
- d. Arrange for and monitor safekeeping of securities. All securities owned by the County shall be held in safekeeping by a third party, acting as an agent for the County under the terms of a custody agreement or professional services agreement;
- e. Posses in-house capability or use external resources to evaluate the performance of money managers throughout the United States;
- f. Provide other financial services as required;
- g. Be compensated on a fee (agent only) basis negotiated between the portfolio manager and Treasurer; or receives commissions, mark-ups, or other compensation from the issuer of the securities purchased for the County;

2. Review and Reporting

- a. Within forty-five (45) days of entering into a contract, the offeror shall conduct and complete an independent review and analysis of county investments, investment strategies employed and suggest changes to the investment strategy (if any) to include any recommended changes to the County's investment policy. Upon completion of such review and analysis, offeror will discuss with the County Treasurer and develop a report that will provide guidance and advise to the BOF and Manager.
- b. On a monthly basis, perform an independent review of statements received from the Treasurer's office on investment activities, earnings and the value of the investment portfolio and recommend investment opportunities in accordance to the County Investment Policy. Submit a monthly report to the Manager, County Treasurer and County Finance Director on the results.
- c. On a quarterly basis submit a report to the BOF on current County investment and deposit portfolio, performance and provide advice on developing an investment approach that is consistent with the County's approved investment policy. Such meetings shall address, at a minimum:
 - i. The allocation of investments within the portfolio, earnings performance, costs and fees, management strategy, and specific recommendation for ongoing management of the portfolio.
 - ii. Presentations may include the portfolio managers' views on developments within the national/local economies, the securities markets and the potential effects of these developments on investment strategy, portfolio maturities, potential amendments to the Investment Policy and other fiscal matters.
- d. Provide the Treasurer with, at a minimum, quarterly investment reports in a format specified by the Treasurer and submitted within ten (10) days following the end of the previous month. Said reports shall include all investment accounts with details including:
 - i. showing total amount invested;
 - ii. cost basis and market value of each security;
 - iii. amount invested in each type of security;
 - iv. par/maturity value and schedule of the portfolio;
 - v. trade and acquisition dates;

- vi. security descriptions;
 - vii. yield and cash flow analysis of the portfolio;
 - viii. the time weighted return for each reporting period, the Weighted Average Maturity (WAM) of duration where applicable, and other items as determined by the Treasurer.
- e. Provide the Treasurer with the end of fiscal year monthly report in a format specified by the Treasurer which shall be submitted within five (5) days following the end of the previous month;
 - f. Submit the performance evaluation of the fund manager(s) used in the portfolio he/she manages to the Treasurer on an annual basis;
 - g. Provide the BOF and Investment Committee with recommendations for amendments and updates to the County Investment Policy.
 - h. Serve as general resource to the County Staff for information, advice and training regarding investments;
 - i. Provide continuing disclosure education and training for County staff on an annual basis as required.
 - j. Handle all compliance and continuing disclosure reporting on any/all issued bonds for the term of this agreement and timely provide copies to the County Treasurer, Manager and County Finance Director.
 - k. Assist the County Treasurer and County Finance Director in preparing auditing reports of County investments for the financial statements in preparation for the annual audit.
 - l. Within ninety (90) days of signing the contract, offeror shall hold a workshop for the BOF to review and go over in detail and discuss the County BOF investments and any recommendations regarding the same.

3. Governmental Debt Issues

Offeror shall provide the services listed below in connection with all bonds, loans, lease agreements or any other type of obligation in which the proceeds of such obligation will be used to pay the cost of governmental projects and any obligation issued to refund such obligations.

In addition to the services provided with regard to investments and deposits, the offeror shall, upon receipt of written request from the Manager, provide the following additional services:

- a. Advice regarding the planning and development of debt issued, including providing an analysis of the most cost effective financial method to accomplish the County's goals, taking into consideration its borrowing capacity, future financing needs, policy considerations, revenue resources and projects, credit rating impact, credit enhancements, arbitrage consequences, draw schedules, outstanding obligations, administrative demands on the County's staff and available alternative methods.
- b. Advise County of current conditions in the relevant debt market and other general information and economic data which might reasonably be expected to influence interest rates, bidding conditions or timing of issuance.
- c. Advice and assistance in connection with the marketing and sale of all Governmental Debt Issues including providing an analysis of market conditions that might normally be expected to influence interest in purchasing or the interest rate on the Governmental Debt Issue; providing recommendations with respect to the use of a competitive versus negotiated sale process; reviewing the County's distribution list for perspective purchasers of Governmental Debt Issues for competitive sales and providing recommendations with respect to other potential purchasers.
- d. Assist in preparing and reviewing any feasibility studies or redevelopment plans prepared in connection with debt issues in consultation with County's staff.
- e. Organize and coordinate the financing team selected by the County. Select the paying agents, escrow agents and verification agents, as the particular transaction may require.
- f. Assist in preparing request for proposals for underwriters, trustees, escrow securities providers, printers or other services necessary in connection with the issuance of Governmental Debt Issues and assist the County's staff in analyzing responses to such requests.

4. Other Financial Programs

The offeror shall provide ongoing advice to the County, working with the Manager to develop and maintain a coordinated approach to the overall requirements of the County's financing programs including the services listed below:

- a. Provide information and advice as to any proposed or pending federal or New Mexico legislation that may affect the County's financial programs upon request.
- b. Provide other services customarily provided by Financial Advisors in New Mexico upon request (unless such services are specifically excluded or limited by this RFP).

5. Other Requirements

Offerors may also be required to attend Curry County Commission meetings or meeting with the County staff, representatives or committees as requested or authorized by the Manager. The offerors shall also attend all BOF meetings customarily held on a quarterly basis.

6. Reporting

All reports, information, data and written advice provided or submitted by offeror to the County Treasurer shall also be forwarded to the County Finance Director and the County Manager.

In performing the services set forth above, offeror shall comply with the County Investment Policy. Prior to any action of any nature whatsoever being taken by offeror or recommended by offeror to be taken by County, County elected officials, employees or representatives that is outside of the existing County Investment Policy must be approved in writing by the Board of Curry County Commissioners in a public meeting before any said action is taken or information is distributed. The County Investment Committee is an advisory committee only and is established to advice and assist the County Treasurer. The County Investment Committee does not have any decision making authority.

REQUIREMENTS FOR PROPOSAL

1. Offeror shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Purchasing Agent on or before the closing date and time for receipt of proposals.
2. Potential Offerors must return the **Mandatory "Notice to Owner of Intent to Propose" Form in order to submit a proposal.** This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.
3. The offeror with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the services, prior to any work

being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.

4. Proposals shall not exceed fifty (50) single sided pages in length exclusive of cover letter, divider sheets, Resident Certificate(s) and Campaign Contribution Disclosure pages and other attached forms.
5. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.

OTHER REQUIREMENTS

1. Capability and Agreement to Perform

Offeror must certify that they are capable and qualified to provide the products or services required by this RFP and agree to perform the Scope of Work as specified in this RFP.

PROPOSAL PACKAGE

Each offeror must submit the following as labeled, tabbed and in the same order as follows:

1. **Letter of Transmittal:** This is a brief letter to the County which provided the following information:
 - a. Name and address of the offeror
 - b. Names, title and telephone number of the contact person for the offeror
 - c. A statement that the proposal is in response to this RFP.
 - d. The signature, typed name, and title of an individual who is legally authorized to commit the offeror to this proposal. The contents of the successful proposal may become a contractual obligation if a contract ensues.
 - e. A statement acknowledging and accepting the Terms and Conditions of this RFP.
2. **Criteria #1 Experience:** Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative shall thoroughly describe how the offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Financial Advisory Services. Financial provider shall provide institutional investing experience to include, but not limited to:
 - a. Portfolio size
 - b. Resumes of people directly expected to work directly with Curry County Investments
 - c. Previous performance history with governmental agencies
 - d. Products and services
 - e. Investment emphasis as it pertains to County government investments
3. **Criteria #2 Qualifications and References:** Submit at least three (3) client references from similar projects performed for private state and/or large local government clients within the last three (3) years on the Offeror's Response Form provided within this RFP.

These references shall have client names, contact persons, addresses, valid email addresses and telephone numbers. Proposals shall include the following general qualifications and knowledge:

- a. Education
 - b. Years of related experience. Offerors shall have a minimum of five (5) years' experience
 - c. One, three and five-year performance data for portfolios having investment guidelines similar to those of the County
 - d. Knowledge of the County environment
 - e. Familiarization of New Mexico statutory requirements for investing
4. **Criteria #3 Communications, Reporting and Accessibility:** Offeror shall explain, in narrative format, how they will meet communication, reporting and accessibility requirements as outlined in the scope of work. Proposals shall include offerors ability to meet personally with the BOF at least quarterly, plan for communications with the Treasurer's Office and history of meeting reporting requirements.
5. **Criteria #4 Cost:** Provide a list of your published billing rates, overhead cost, fees, etc. in the Cost Response Form. Detail the billable financial charges the County should anticipate if your services are engaged. Provide an estimate of the amount of monies that will be charged to the County during the next twelve (12) months.

Offerors must complete the Cost Response Form in the RFP. Cost will be measured by the billable financial charges the County should anticipate if your services are engaged. All charges listed on the Cost Response Form must be justified and evidence of need documented in the proposal.

EVALUATION CRITERIA

Letter of Transmittal	Pass/Fail
1. Experience	30 Points
2. Qualifications and References	25 Points
3. Communications, Reporting and Accessibility	15 Points
4. Cost	30 Points
SUBTOTAL	<u>100 Points</u>
5. Resident Veterans Preference (if applicable)	10 Points

6. Resident Business Preference (if applicable)	5 Points
7. Proposal Presentation by Finalist(s) (optional)	10 Points
TOTAL	<u>125 Points</u>

PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference is not scheduled. Any questions regarding any and all aspects of this RFP shall be made by email to Purchasing Agent, Troy Hall at thall@currycounty.org

PROCEDURE

1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Curry County Commission for award. Once awarded, negotiations will be conducted with offeror at a compensation determined in writing to be fair and reasonable. If a satisfactory agreement cannot be reached, the contract will be awarded to subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.
2. Method of award: Award will be made to the offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
3. The County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.
4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended offeror.

Sequence of Events

All parties shall make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	Curry County	October 31, 2019
2.	Mandatory "Notice to Owner of Intent to Propose"	Potential Offerors	November 18, 2019
3.	Deadline to Submit Questions	Potential Offerors	November 18, 2019
4.	Last Response to Written Questions/RFP Amendments	Curry County	November 22, 2019
5.	Submission of Proposal	Offeror	December 3, 2019
6.	Proposal Evaluation	Evaluation Committee	December 3, 2019 thru December 19, 2019
7.	Selection of Finalist(s)	County	December 19, 2019
8.	Best and Final Offers from Finalists (optional)	Finalist Offerors	January 6, 2020
9.	Proposal Presentations and Demonstrations by Finalists (optional)	Finalist Offerors	January 7, 2020
10.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	January 7, 2020 thru January 29, 2020
11.	Approve Contract	County Commission	February 4, 2020

TERM OF CONTRACT

The contract shall be awarded for a two (2) year period. The County shall have the option to renew the contract for one (1) additional two (2) year period for a total period of four (4) years or soliciting proposals for a new offeror. The County reserves the right to terminate the contract at any time for non-performance with no less than a thirty (30) day written notice.

PROTEST DEADLINE

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business on fifteen (15) days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Purchasing Agent. The protest shall be delivered to the Purchasing Agent.

BIDDER'S CHECKLIST – REQUIRED FORMS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the Offeror. The following documents are also required to be included in your proposal packet:

1. Mandatory Notice to Owner of Intent to Propose Form – Page #19
2. Cost Response Form – Page #20
3. Offeror's Response Form – Page #21
4. Execution of Proposal Form – page #22
5. Offeror's Reference Form – page #23
6. Offeror's Certification and Non-Collusion Affidavit – page #24
7. Letter of Transmittal Form – page #25
8. Copy of Business License – include with page #25
9. Completed W-9 – include with page #25
10. Certification Regarding Debarment, Suspension, & other Responsibility Matters – Page 26
11. Options, Exceptions or Variations – Page #27
12. Resident/Veterans Preference Certification – Page #28
13. Campaign Disclosure Form – pages #29-30
14. Proof of Insurance

Contractual Provisions

The following provisions will be in any contract entered into by and between the County and the successful offeror.

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

Notice: 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.

Equal Opportunity Compliance: The successful offeror 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 offeror agrees to ensure 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 offeror 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. By signing and submitting a proposal, offeror agrees to comply with this paragraph.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Offeror must complete and sign the Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. Note that there are two (2) different signature section within the form. (For purposes of this requirement, the applicable elected public officials within the County of Curry are Commissioners Ben McDaniel, Robert Sandoval, Chet Spear, Robert Thornton and Seth Martin; Treasurer Debbie Spriggs, Assessor Candace Morrison, Clerk Anastasia Hogland, Sheriff Wesley Waller, or Probate Judge Mark Lansford.

PROPERTY TAX OBLIGATIONS

Offerors are required to certify that they are not delinquent in the payment of their property tax obligations and that they will not become delinquent in the payment of their property tax obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor. Offerors that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration. A statement so certifying is required.

DEBARMENT & SUSPENSION CERTIFICATION

Offeror must complete and submit the “Debarment & Suspension Certification Form”, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

NONDISCRIMINATION STATEMENT

Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.

Applicable Laws: The contract shall be governed by the laws of the State of New Mexico

ADDITIONAL TERMS

1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Agent prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent. The County is not responsible for any errors or omissions contained in the offeror's proposal.
3. This procurement and any agreement entered with offerors that may result shall be governed by the laws of the State of New Mexico.
4. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, the contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. The Purchasing agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal shall be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.

5. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Purchasing Agent in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are **not acceptable**.
6. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
7. Proposals that do not meet the requirements set forth may be considered non-responsible.
8. The County reserves the right to require the successful offeror to post a performance bond upon award of a contract or at such time deemed necessary by the County.
9. The County reserves the right to negotiate any and all elements of this RFP.
10. Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident business possessing a valid resident business certificate shall receive 5% (5 Points). The Offeror's proposal must contain a copy of the Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Five points will be awarded if the proposal contains a copy of the Taxation and Revenue Department's Resident Business Preference Certificate unless a Resident Veterans Preference Certificate is also submitted in which case the higher number of points from the Resident Veterans Preference shall be awarded instead.
11. Pursuant to Section 13-1-21 and Section 13-1-22 NMSA 1978 a resident veteran may submit a completed Resident Veterans Preference Certificate in the proposal. The resident veteran shall receive up to 10% (10 Points). The Offeror's proposal must contain a Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference. Ten Points will be awarded if the proposal contains a copy of the Taxation and Revenue Department's Resident Veterans Certificate as follows: Resident Veterans Businesses with annual revenues of \$3M or less shall receive 10 points.
12. Proposal Presentation and Demonstrations by Finalist(s): Points for the proposal presentation will be awarded based upon an evaluation of the qualification of the proposed staff, effective communication, technical knowledge, experience with similar contracts and quality of the responses to questions will be the principle criteria for the evaluation
13. Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Finalists who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Amended proposals submitted in response to Best and Final offers will be re-assessed using the same evaluation criteria and scoring mechanisms that were used to score the original proposals.
14. Finalist offerors may be requested to present their proposals to the Evaluation Committee. The Purchasing Agent will schedule the time for each Offeror presentation. The Purchasing Agent will notify finalist of the location of the

presentation, time and presentation time limit. It shall be the obligation of the offeror to effectively manage their presentation time.

15. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
16. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
17. Offerors shall be responsible for obtaining any and all insurance, including but not limited to professional liability and/or health insurance. Proof of insurance will be required at the request of the County. County shall not be responsible for providing any type of workers compensation insurance, health insurance or any other benefit for or on behalf of offeror.
18. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
19. If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.
20. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9th Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
21. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
22. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
23. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
24. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
25. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
26. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the

services, and the County may reject any and all proposals when it is in the best interest of the County to do so.

27. The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
28. In submitting this proposal, the offeror represents the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
29. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
30. The County shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
31. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).
The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
32. The offeror will save and hold the County harmless from all suites, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this RFP or Contract.
33. The offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
34. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from the Contract, which breach, acts, or conduct are not

cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

35. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
36. The County's policy on requests for copies of proposal information after award is as follows:

Submit a written request detailing what information you would like to receive.

- a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Curry County at the following address:
- b) Curry County, Finance Department
417 Gidding Street, Suite 100
Clovis, NM 88101

The fee must be paid before the information is released.

37. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:
Purchasing Agent
Curry County Administration
417 Gidding Street, Suite 100
Clovis, NM 88101

In order to receive resident or resident veteran preference, a copy of the offeror's current Resident/Resident Veteran Contractor Preference Certificate must be included in the Proposal in addition to the Veteran Preference Certification page found in the following Request for Proposals for Electronic Payment Services. For additional information regarding obtaining a Resident/Resident Veteran Contractor Preference Certificate please visit <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

QUESTIONS: Any questions concerning this Request for Proposals should be submitted to by email to Troy Hall, Procurement Agent, at thall@currycounty.org.

PROPOSAL FORM
MANDATORY "NOTICE TO OWNER OF INTENT TO PROPOSE"
RFP #: 2019/20-02 FINANCIAL ADVISORY SERVICES

By this "Mandatory Notice to Owner of Intent to Submit a Proposal" the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP amendments that may be issued.

All other responses will be rejected as non-responsive.

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, thall@currycounty.org, Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on:

November 18, 2019

FIRM: _____

REPRESENTED BY: _____

(Printed Name & Title)

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

E-Mail: _____

Signature of Person authorized to sign for Firm

ALTERNATE CONTACT PERSON/INFORMATION: *This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.

NAME: _____ Title: _____

Telephone: _____ E-Mail Address of Alternate Contact: _____

PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:

_____ Firm DOES INTEND to respond to this RFP

_____ Firm DOES NOT INTEND to respond to this RFP

THIS PAGE MUST BE COMPLETED AND SUBMITTED ON OR BEFORE NOVEMBER 18, 2019

PROPOSAL FORM
OFFEROR'S RESPONSE FORM
RFP #2019/20-02 FINANCIAL ADVISORY SERVICES
DUE DATE: **DECEMBER 3, 2019 AT 2:00 PM**

The services offered meet specifications: _____ Yes _____ No
Completed and attached campaign disclosure form: _____ Yes _____ No
Completed & attached veteran's preference form (if applicable): _____ Yes _____ No

If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

Signature Name (Typed/Printed)

Company Position

Address Telephone Number FAX Number

City, State, Zip Tax ID # E-mail Address

State of _____)
County of _____)

_____(name), being duly sworn, deposes and says that he/she is
_____(title) of _____(company) and all foregoing
questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public

My commission expires: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
EXECUTION OF PROPOSAL FORM
RFP #2019/20-02 FINANCIAL ADVISORY SERVICES
DUE DATE: **DECEMBER 3, 2019 AT 2:00 PM**

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- _____ That this proposal was signed by an authorized representative of the offeror.
- _____ That the potential offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ That all labor costs associated with the services have been determined, including all direct and indirect costs.
- _____ That the potential offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature

Date

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

OFFEROR'S REFERENCE FORM
RFP #2019/20-02 FINANCIAL ADVISORY SERVICES
DUE DATE: **DECEMBER 3, 2019 AT 2:00 PM**

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Company Name)

1. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

2. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

3. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFERORS'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM
RFP #2019/20-02 FINANCIAL ADVISORY SERVICES
DUE DATE: **DECEMBER 3, 2019 AT 2:00 PM**

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.
I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2019/20-02 Financial Advisory Services** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
LETTER OF TRANSMITTAL FORM
RFP #2019/20-02 FINANCIAL ADVISORY SERVICES
DUE DATE: **DECEMBER 3, 2019 AT 2:00 PM**

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

1. Declarations:

- I certify that I am authorized to contractually bind my company.
- I concur that the submission of our proposal constitutes acceptance of the form of contract provided for in this RFP though specific contract details may be subject to negotiation."
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

_____, 2019

Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
& OTHER RESPONSIBILITY MATTERS
RFP #2019/20-02 FINANCIAL ADVISORY SERVICES
DUE DATE: **DECEMBER 3, 2019 AT 2:00 PM**

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

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

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

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

PROPOSAL FORM
OPTIONS, EXCEPTIONS OR VARIATIONS FORM
RFP #2019/20-02 FINANCIAL ADVISORY SERVICES
DUE DATE: **DECEMBER 3, 2019 AT 2:00 PM**

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

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS _____
Signature

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

Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM
RFP #2019/20-02 FINANCIAL ADVISORY SERVICES
DUE DATE: **DECEMBER 3, 2019 AT 2:00 PM**

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

Please check one box only

Resident Veteran Business:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

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

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

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

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

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

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

A valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate number and copy of certificate must be provided in order to receive preference.

I do not claim New Mexico Resident Business or New Mexico Veteran's Resident Business preference on this bid.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP #2018/19-07 COMPREHENSIVE BANKING SERVICES
DUE DATE: DECEMBER 3, 2019 AT 2:00 PM

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

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

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

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

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law,

daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: Commissioners Ben McDaniel, Robert Sandoval, Chet Spear, Robert Thornton and Seth Martin; Treasurer Debbie Spriggs, Assessor Candace Morrison, Clerk Anastasia Hogland, Sheriff Wesley Waller, or Probate Judge Mark Lansford.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

**RFP #2019/20-02 FINANCIAL ADVISORY SERVICES
EXHIBIT A**

CURRY COUNTY INVESTMENT POLICY

RESOLUTION #2016-18

REVISED INVESTMENT AND DEPOSIT POLICY OF CURRY COUNTY

Effective March 1, 2016

THIS MATTER having come before the Board of County Commissioners of Curry County on this 1st day of March, 2016 at its regular duly called meeting; and,

WHEREAS, at said meeting, the Board of County Commissioners of Curry County was presented with amendments to its existing Investment Policy (Resolution #2013-14); and,

WHEREAS, the Board of County Commissioners of Curry County determine that it is in the best interest of Curry County to amend its Investment Policy.

BE IT HEREBY RESOLVED that effective upon the passing of this Resolution, the Investment of Policy of Curry County shall be modified to read as follows:

- 1) This resolution establishes a policy for the prudent investment and deposit of County funds, and the maximization for the efficiency of the County's cash management system.

2) **INTRODUCTION:**

This Investment and Deposit Policy ("Policy") applies to all financial assets of Curry County ("County") including, but not limited to, the assets of the County's:

General Funds
Special Revenue Funds
Capital Projects Funds
Bond Proceeds
Enterprise Funds
Debt Service and Debt Service Reserve Funds, and
Agency Funds

3) **SCOPE OF POLICY:**

The goal of this Policy is to protect public funds and to invest and deposit County funds in a manner that insures the safety of the investment, that provides for adequate liquidity and proper maturities and that maximizes investment income after providing for safety and liquidity. It also serves to establish a clear understanding between the County and any investment broker, portfolio manager, financial institution and/or financial advisor utilized by the County as to the guidelines, limitations and directions that the County has determined appropriate for accounts under its purview.

It is the policy of Curry County to be fully invested (100% of available cash, less float and compensating balances) at all times. The County will use projected monthly cash receipts and outlays as a tool for maximizing available cash for investment purposes.

4) OBJECTIVE: The primary objectives, in priority order, of the County's investment and deposit activities shall be:

SAFETY: Safety of principal is the foremost objective of the investment and deposit program. Investments and deposits of the County shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual investments and deposits do not exceed the income generated from the remainder of the portfolio.

LIQUIDITY: The County's investment and deposit portfolios will remain sufficiently liquid to enable the County to meet all operating requirements which might be reasonably anticipated. Future use of funds shall be criteria in determining maturities for any investment or deposit.

RETURN ON INVESTMENTS AND DEPOSITS: The County's investment and deposit portfolios shall be designed with the objective of attaining at least a market rate of return throughout budgetary and economic cycles, taking into account the County's risk constraints and the cash flow characteristics of the portfolios.

5) DELEGATION OF AUTHORITY:

The Board of County Commissioners acting in its capacity as a County Board of Finance pursuant to 6-10-8, NMSA 1978, shall have authority to set policy for management of all County investments and deposits and insure that such Policy is carried out.

The County Treasurer has ultimate authority over the investment and deposit of public funds as outlined in the Policy and is hereby designated as the County's Investment Officer. The Investment Officer shall be responsible for all investment and deposit transactions and shall implement and maintain the system of controls outlined in the Policy in order to regulate investment and deposit activities.

6) PRUDENT PERSON RULE:

The prudence which is to be used by the Investment Officer investing and depositing County funds shall be used in accordance with the provisions of Section 6-8-10, NMSA 1978 which states "Investments shall be made with judgement and care; under circumstances then prevailing, which persons of

prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived."

7) ETHICS AND CONFLICT OF INTEREST:

All Board of Finance members, the County Manager and the County Investment Officer shall refrain from personal business activity that could conflict with the proper execution of the County's investment and deposit program or which could affect or impair their ability to make impartial investment and deposit decisions on behalf of the County (Sections 6-10-40 and 6-10-53 NMSA 1978) and the New Mexico Constitution Article VII, Section 4.

8) CASH MANAGEMENT:

The Board of Commissioners and the Treasurer's Office shall jointly prepare and maintain an ongoing cash management program. This program will involve the preparation of a regular report that includes projections for cash receipts (revenues), cash disbursements (expenditures) and interest earned or estimated to be earned on overnight investments and deposits. The Board of Commissioners shall notify the County Treasurer on a regular basis of county expenditures and of any large expenditures anticipated so that cash liquidity can be planned according to the cash management report and County expenditures. The County Treasurer shall take into consideration these projected cash needs of the County when setting investment and deposit maturity dates. It shall be the duty of the Investment Officer to provide for adequate security for funds received, receipt and disbursement reports and accounting of all cash and cash management activities.

9) BANKS SELECTION:

Public money may be deposited with banks, savings banks and credit unions having their main or manned branch offices within the geographical boundaries of the County, which have qualified as public depositories by reason of insurance of the account by an agency of the United States such as the Federal Deposit Insurance Corporation ("FDIC") or National Credit Union Share Insurance Fund ("NCUSIF"), or by depositing collateral security of United States Treasury or agency securities as provided herein, letters of credit from the Federal Home Loan Bank or by giving bonds as provided by law (Section 6-10-36C, NMSA 1978).

10) MINIMUM INTEREST RATE:

The interest rate to be paid on time deposits shall not be less than the rate fixed by the State Board of Finance, but in no case shall the rate of interest be less than one hundred percent of the asked price on United States treasury bills or notes of the same maturity on the day of deposit (Section 6-10-36E, NMSA, 1978)

Comp). Additionally, the County will diversify use of investment and deposit instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.

11) COLLATERALIZATION:

The following guidelines shall be utilized to ascertain the level of collateral required from each financial institution on deposits on amounts greater than federal insurance such as FDIC or NCUSIF coverage. These ratios are in agreement with those set by the State Board of Finance for the State of New Mexico. Curry County reserves the right to set the level of collateral required based on criteria other than the ratios below. Written justification for the variance shall be kept on file in the County Treasurer's office.

Should the institution's ratios result in a different collateral requirement for any of the ratios, the higher collateral level will be required.

Determination of the collateral level must be determined every six months, in April and October, if the County chooses to reduce the collateral requirement to under 102%. Each financial institution shall submit a current Statement of Financial Condition and a completed Risk Assessment Ratio Form to the Treasurer of Curry County.

Ratios	50%	75%	102%
Primary Capital Assets	Above 6.0%	5.0% - 6.0%	Less than 5.0%
Net Operating Income	Above .60%	.51% - .61%	Less than .51%
Total Average Assets			
Non-Performing Loans	Under 35.0%	35.0% - 49.9%	Above 49.9%
Primary Capital			

Should the financial institution use a payment or performance bond, if provided by law, then the amount of collateralization shall be equal to the amount of the principal and accrued interest not otherwise covered by federal insurance. The maturity of deposits so collateralized shall be for the lesser of the term of the deposit or time for cancellation of such payment or performance bond.

All banks, savings banks and credit unions in which the County's funds in excess of federal insurance amounts are deposited will be required to enter into a Collateral Security Agreement which shall be mutually agreed upon by the Treasurer and the financial institution. (NMSA 1994, 6-10-18a).

12) INVESTMENTS AND DEPOSITS:

All sinking funds or money remaining unexpended from the proceeds of any issue of bonds or negotiable securities which by law are entrusted to the care and custody of the Treasurer, and all money not immediately necessary for public use, may be invested in securities or deposited in interest bearing deposits

with banks, savings banks and credit unions within the geographical boundaries of the County. All funds available for time deposit with local banks, savings banks and credit unions must be equitably distributed according to the net worth of each institution in accordance with State Statute 6-10- 36. For purposes of calculation, the County shall use the total deposits as reported to federal agencies by the local banks, savings banks and credit unions as of March 31 of each year.

If any bank, savings bank or credit union within the geographical boundaries of the County declines to accept any part of their pro-rata share of County funds, a written notice of such shall be obtained by the Investment Officer. The Investment Officer, with consultation of the Investment Committee, may allow any bank declining to receive distribution of future funds at his/her discretion.

The funds that are declined shall be considered excess, as well as funds subject to the New Mexico Constitution Article VIII, Section 4 and may be invested and deposited in those financial instruments authorized by the laws of the State of New Mexico, including the following approved investments and deposits:

- A. Certificates of Deposits with federal or state chartered banks, savings banks or credit unions, to be collateralized by United States Treasury or agency securities whose daily closing price ("mark-to- market") is equal to or greater than that portion of the Certificate of Deposit and interest thereon and/or Municipal Bonds issued by New Mexico entities at par, for those amounts that the FDIC or NCUSIF does not insure.
- B. Bonds or negotiable securities of the State of New Mexico or any County, Municipality or School District.
- C. Short term investments with the Local Government Investment Pool as per Section 6- 1 0- 1.1 NMSA 1978. Also see Sections 6-1 0-1 0 and 6-10-44, NMSA 1978.
- D. Securities that are issued by the United States government or by its agencies or by instrumentalities and that are either direct obligations of the United States, the Federal Home Loan Mortgage Association, Federal Home Loan Bank, Federal National Mortgage Association, the Federal Farm Credit Bank or are backed by the full faith and credit of the United States government. Derivative investments are not "direct obligations" and hence, are not approved for any accounts
- E. All investments set forth in 1-5 above must have readily ascertainable market value and be easily marketable.
- F. In the event the State Statutes are legally changed to allow other securities or financial instruments as appropriate for investment and deposit by the County

then this Policy may be amended to include those securities or financial instruments as appropriate with the approval of the Board of Finance.

13) SCHEDULING OF INVESTMENT AND DEPOSIT MATURITIES:

Investment and deposit maturities shall be scheduled to coincide with projected cash flow needs, taking into account expenditures (payroll, debt-retirement payments, Capital Improvements Program disbursements) as well as considering anticipated revenue (property taxes, payment in lieu of taxes, etc.) utilizing the Cash Management program developed by the Investment Officer.

The County will create a program that will match investment and deposit maturities with cash flow needs. Such maturities may be either by fund or in aggregate, depending on market conditions, professional advice, proposed financings or other matters that could have a positive or negative impact on rates of return.

14) SECURITIES INVESTMENT SELECTION CRITERIA AND ASSET ALLOCATION:

- A. Cash and cash equivalents may include Treasury bills, notes or bonds, certificates of deposit due within 12 months, and money market funds that invest in securities of the U.S. Government and its agencies. The purpose of these funds is to provide income, liquidity and preservation of the funds' principal value.
- B. The maximum maturity or duration of the securities purchased for an account shall not be greater than ten (10) years. The maximum maturity or duration of time deposits for an account shall not be greater than five (5) years. The average weighted maturity or duration of any portfolio shall be three (3) years or less. The Investment Officer may require any portfolio to have a lower maturity or duration. In the case of Mortgage Backed Securities, (MBS) the average life of the MBS pools should not exceed seven (7) years.
- C. The maturity schedule of the securities and deposit portfolios must take into account and reflect future cash needs and the goal of maximizing investment returns after providing for safety and liquidity.
- D. The weighted duration of the securities portfolios should not exceed three (3) years unless there is prior review by the County Treasurer. Duration is defined as the weighted average time to full recovery of principal and interest payments. Duration provides a summary statistic of the average maturity of the portfolio. Second, it is an essential tool in immunizing a portfolio from interest rate risk. Finally, duration can be used to estimate the interest rate sensitivity of a portfolio. For example, if the portfolio has a duration of five (5)

years, and if yields decline by one percent, the portfolio market value could rise in value by approximately 5 percent.

15) DIVERSIFICATION

Curry County will diversify its investments and deposits by security type and institution. Curry County will diversify use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.

16) SAFEKEEPING OF SECURITIES:

All investment securities owned by the County or held as collateral under this Policy shall be held in third-party safekeeping by an institution acceptable to the County. The safekeeping institution shall issue a safekeeping receipt or other evidence (i.e. book entry notice) to the County listing the specific instrument, rate, amount, maturity date, instrument number, term and other pertinent information. Any financial institution holding securities for the benefit of the County shall be required to provide insurance sufficient to cover 100% said securities in the event that the financial institution fails financially and is unable to meet obligations to securities clients. Insurance such as Securities Investor Protection Corporation (SIPC) and private insurance shall be acceptable. The Investment Officer shall prepare the Safekeeping Report at least quarterly.

17) INTERNAL CONTROLS:

The County Investment Officer shall document and maintain a system of internal controls for the making of deposits and investments of County funds. The internal controls and compliance thereof shall be reviewed by independent auditors on an annual basis. The County Treasurer shall review the systems of controls periodically to insure such controls are effective and that the County is complying with such controls. The Treasurer shall provide quarterly to the Board of Finance a copy of the internal controls policy, and any amendments thereto.

18) INTERNAL REPORTS:

The Safekeeping Report, Pro-Rata Distribution Reports and Investment Report shall be compiled by the County's Investment Officer monthly and published along with the Treasurer's Monthly Financial Statement. The County Investment Officer shall have daily access to reports from safekeeping institutions showing daily mark-to-market valuations of investments other than deposits in local banks, savings banks and credit unions.

19) PERFORMANCE STANDARDS

The investment portfolios shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

Market Yield (Benchmark): The investment strategy of the County is active. Given this strategy, the basis used by the Curry County Commission to determine whether market returns are being achieved shall be the Barclay's Short Term Government Index or other appropriate indices as designated by the County Commission.

20. SECURITIES COMMUNICATIONS AND REPORTS:

Any financial advisor and/or professional fund manager actively doing business with the County must submit to the County Investment Officer on, but not less than, both a quarterly, and fiscal annual basis, investment reports showing total amount invested, cost basis and market value of each security, amount invested in each type of security, maturity schedule of the portfolio, yield and cash flow analysis of the portfolio, and the time weighted return for each reporting period. Any transaction that occurred during the reporting period should be shown as well as any realized gains or losses. All exhibits and written material that will be used for presentation to the Treasurer and Commission shall be submitted to and received by the Treasurer at least five (5) business days prior to any meetings with the Commission, unless otherwise approved in writing or unless waived in writing by the Investment Officer.

21. FINANCIAL ADVISOR:

The County may retain a financial advisor under a contract Approved by the Commission, if said advisor: (i.) is licensed to perform such services in the State of New Mexico, is an RIA or Investment Advisor Representative of an RIA, (ii.) has had at least seven years experience in managing and/or advising investments approved herein for other governments and fiduciary institutions, (iii.) has liability and fiduciary insurance coverage, (iv.) agrees to the communications requirements herein; (v.) agrees to advise the County in writing of any significant changes in the investment philosophy, management style, ownership, organizational structure financial condition or senior personnel staffing of the firm or manager assigned to the County within 30 days of each change; (vi.) does not have a proprietary interest in any professional fund manager utilized by the County. (vii.) is compensated only on a fee (agent only) basis and does not receive commissions, mark-ups or other compensation on securities purchased for the County; (viii.) agrees to meet personally with the Treasurer and the Board of Finance at least quarterly; and (ix) agrees to be bound by the dictates of this Policy. Such meetings shall address the financial advisor's views on developments within the national/local economies, the securities and interest rate markets and the potential affects of these developments on investment and deposit strategy, portfolio maturities, potential amendments to this Policy and other fiscal matters. The financial advisor's performance shall be evaluated based on the lessor of a 3-5 year time period or a complete market cycle. A copy of this Policy shall be given to the financial

advisor by the County. The Investment Officer reserves the right to request monthly meetings.

22. PROFESSIONAL FUND MANAGER:

The County Treasurer, with advice and consent of the Board of Finance may retain a professional fund manager, under a contract or other agreement approved by the Commission, if said manager: (i.) is licensed to perform such services in the State of New Mexico and as a Registered Investment Advisor ("RIA") under the Investment Advisor's Act of 1940, as amended, (ii.) has had at least seven years experience in managing investments approved herein for other governments and fiduciary institutions and has at least \$1,000,000,000 under management for investment disciplines similar to this Policy; (iii.) has liability and fiduciary insurance coverage, (iv.) agrees to the communications requirements herein; (v.) agrees to advise the County in writing of any significant changes in the investment philosophy, management style, ownership, organizational structure, financial condition or senior personnel staffing of the fund manager or manager assigned to the County within 30 days of each change; (vi.) is compensated only on a fee (agent only) basis and does not receive commissions, mark-ups or other compensation on securities purchased for the County; (vii.) agrees to meet personally with the Commission at least annually; and (ix) agrees to be bound by the dictates of this Policy. Such meetings shall address the professional fund manager's views on developments within the national economies, the securities and interest rate markets and the potential affects of these developments on investment strategy, portfolio maturities and other fiscal matters. Manager's rate of return shall be measured against their peer and passive indices and their performance shall be evaluated based on the lesser of a 3-5 year time period or a complete market cycle. A copy of this Policy shall be given to the professional fund manager.

23. INVESTMENT BROKERS:

All transactions are to be governed by negotiation on a "best realized price" (best net price) basis. Mark-ups on each trade, if any, and commissions charged shall be provided to the Treasurer on trade confirmations submitted by the brokerage firm. Adequate documentation will be maintained by the Investment Officer. As electronic trading is the recognized source or obtaining the best realized price, all brokerage transactions shall be conducted on a nationally accredited electronic trading platform and be subject to the best realized price condition.

24. INVESTMENT COMMITTEE:

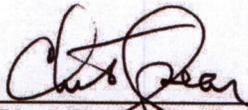
There is hereby established an Investment Committee ("Investment Committee") comprised of the County Treasurer (as Chair), County Manager, County Finance Director, two (2) members of the County Commission who shall be named by the County Commission and two (2) members of the community who live or work in

Curry County who are current or retired bankers or financial advisors, who shall be appointed by the County Commission. The Investment Committee shall make recommendations regarding amendments to this Policy and related matters.

25. AMENDMENTS:

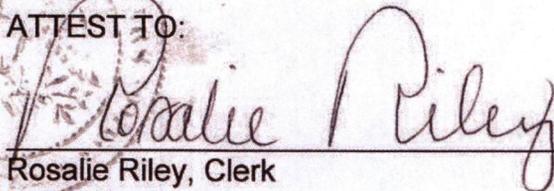
This Policy may be revised and/or amended by the Curry County Board of County Commissioners, as appropriate. It shall be the obligation of the Investment Officer to bring such amendments to the Board of Commissioners and obtain the approval of their majority before such changes and amendments take affect.

PASSED AND ADOPTED THIS 1ST DAY OF March , 2016.



Chet Spear, Acting Chairman
Board of County Commissioners of Curry County

ATTEST TO:



Rosalie Riley, Clerk
Curry County

