

**REQUEST FOR PROPOSALS
TO PROVIDE DEPOSITORY ACCOUNT
FOR THE RECEIPT AND DISBURSEMENT OF FUNDS
OF THE ADVISORY BOARD OF THE LARAMIE SSBCI CONSORTIUM
FOR IMPLEMENTATION OF THE
WYOMING SMART CAPITAL NETWORK PROGRAM
FROM MAY 1, 2012, THROUGH MARCH 31, 2017
JUNE 1, 2012**

The Advisory Board of the Laramie SSBCI Consortium (the “Board”) is requesting proposals from Wyoming financial institutions to accept, hold, safekeep and disburse funds of the Board received from the U.S. Department of Treasury (“Treasury”) pursuant to an award under the State Small Business Credit Initiative (“SSBCI”) program to the City of Laramie and cooperating cities (the “Participants”). Descriptions of the tasks to be performed, instructions for preparing proposals, basis of selection and other terms and conditions are provided herein.

Description of Advisory Board

The Chair of the Board is the City Manager City of Laramie, WY. The full membership of the Board will include the Mayors or City Managers of each of the Participating Cities. These include:

- City of Casper, WY
- City of Cody, WY
- City of Douglas, WY
- Town of Edgerton, WY
- City of Gillette, WY
- City of Green River, WY
- Town of Hanna, WY
- Town of Hartville, WY
- City of Laramie, WY
- Town of Midwest, WY
- Town of Pine Bluffs, WY
- City of Powell, WY
- City of Rawlins, WY
- City of Rock Springs, WY
- Town of Sundance, WY, and
- Town of Wheatland, WY

Description of Wyoming Smart Capital Network LLC

The Participants anticipate an award from Treasury for an SSBCI program that will extend collateral support for loans to qualifying small business and invest in angel funds for the support of small businesses. The Wyoming Smart Capital Network LLC (“WSCN”) was created to implement the SSBCI program of the Participants. WSCN is a Wyoming limited liability

company formed August 10, 2011. Development Capital Networks LLC, a Delaware limited liability company, serves as member and manager of WSCN.

TASKS TO BE PERFORMED BY FINANCIAL INSTITUTION

1. Provide a checking account for the Participants. Accept the deposit of program funds from the U.S. Department of the Treasury. Deposits are expected of approximately \$3.3 million per year for three years.
2. Ensure the safety of these funds including pledging requirements upon Cities in accordance with State Statutes.
3. Make disbursements that have been authorized by a compliance reviewer employed by the Participants (the "Compliance Reviewer"). The Compliance Reviewer will review each transaction, complete a checklist of compliance matters, and indicate with a signature that the disbursement complies with program requirements. For each disbursement the Financial Institution will:
 - Accept checklists from the Compliance Reviewer.
 - Determine that the Compliance Reviewer has confirmed compliance.
 - If compliance is confirmed, release funds as instructed.

CONTRACT PERIOD

The contract term shall commence on receipt of funds from the Treasury anticipated within the next 90 - 160 days. The length of the contract term is six years and/or when funds are depleted. Either party may terminate the contract at any time.

INSTRUCTIONS FOR PREPARING PROPOSALS

An Offeror must submit its proposal in pdf format via email to:

Advisory Board of the Laramie SSBCI Consortium
c/o Malea Brown
Administrative Services Director
City of Laramie
Email. mbrown@ci.laramie.wy.org

Or by Regular Mail:

City of Laramie
Attn: Advisory Board of the Laramie SSBCI Consortium, Malea Brown, Administrative Services Director, P.O. Box C, Laramie WY 82070

Proposals must be received by 2:00 p.m. MST, June 12, 2012 No proposals will be accepted after the time indicated or at any other location. No compensation shall be paid to the firms submitting the proposals.

Any questions relating to this request for proposals should be directed to the attention of Malea Brown, by email at Mbrown@ci.laramie.wy.org or by telephone at 307-721-5223.

Proposals should furnish all of the information listed below.

1. List the name, business address and telephone number of the individual submitting this proposal or representative of the firm who is submitting this proposal on behalf of the firm and the firm's address and phone number if different.
2. List the individuals who will serve as account officers.
3. Quote fees and expenses to be charged for the noted tasks.
4. Quote the rate of interest to be paid on the outstanding account balance (an option to reduce in lieu of interest may be considered).
5. Describe the manner by which the safety of deposits will be ensured.
6. Describe any transaction, agreement or arrangement for the rendering of services that may constitute an existing or potential conflict of interest between your firm or any individuals in your firm and:
 - a. any of the Participants and their public officials or executive staff; or
 - b. any of the members or managers of the WSCN.

BASIS OF SELECTION

The proposals will be evaluated on the basis of the following:

1. Demonstrated relevant successful experience and reputation;
2. Method of ensuring safety of deposits including pledging;
3. Fees and expenses to be charged; and
4. Rate of interest to be paid.

An appointee (s) will select the firm or firms that most completely meet the needs of this solicitation and make its recommendation to the Board which will make the final decision.

SCHEDULE OF EVENTS

The Board intends to use the following schedule of events for the solicitation, selection and award of contract:

<u>Date of Completion</u>	<u>Description of Event</u>
June 1, 2012	Issue requests for proposals
June 12, 2012	Open proposals

OTHER TERMS AND CONDITIONS

The Board reserves the right to take any or all of the following actions:

1. Cancel, delay or re-open this solicitation;
2. Reject any or all proposals or award the contract to the next most qualified firm if the firm receiving the award does not execute a contract acceptable to the Board within twenty working days after receiving the award;
3. Request an oral interview with and additional information from individuals or firms prior to final selection;
4. Select for contract negotiations the offeror's proposal which in its judgment will best meet the Board's needs, regardless of any differences in estimated cost between the offeror and all others; and
5. Negotiate a contract that covers selected parts of the proposal or a contract that will be interrupted for a period or terminated.

Any proposal may be withdrawn up until the date and time set forth above for opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of ninety days, to provide to the Board the services set forth herein, or until one or more of the proposals has received an award and a contract has been executed.

The services to be rendered under a contract awarded are that of an independent contractor to the Participants and not as an employee, agent or partner of the Board or the Participants.