



**COUNTY OF COLE
JEFFERSON CITY, MISSOURI**

REQUEST FOR PROPOSAL

**2017-17: BANKING SERVICES-
CARD PAYMENT PROCESSING, PURCHASING
CARD PROGRAM & DEPOSITORY SERVICES**

SUBMISSIONS SHALL BE ACCEPTED UNTIL

FRIDAY, APRIL 7 at 9:00 a.m. CST

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name (Typed/Printed)

Mailing Address

Title

City/State/Zip

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-referenced company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of this solicitation and all attachments and the contents of any Addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

REQUEST FOR PROPOSAL

Sealed offers will be accepted by the Cole County Commission for consideration in provision of the following:

2017-17 BANKING SERVICES

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 9:00 a.m. on Friday, April 7, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecounty.org or by contacting Jennifer Prenger at jprenger@colecounty.org.

NEWS TRIBUNE: March 12, 19 & 26

Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION

COMMISSION
(573) 634-9110

PURCHASING
1736 SOUTHRIDGE DRIVE
JEFFERSON CITY, MISSOURI 65109

PURCHASING
(573) 634-9168

REQUEST FOR BID

1.0 OVERVIEW

- 1.1 NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the Terms and Conditions of Bidding and any special conditions set forth herein for the provision of banking services to Cole County to include card payment processing services, facilitation of a procurement card program and depository services for Cole County funds.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section titled “EXCEPTIONS” within their submission.

- 1.2 QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

Jennifer Prenger
jprenger@colecouny.org

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document. Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

- 1.3 ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County’s response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecouny.org. An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County.

All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. The County assumes no liability if a respondent fails to incorporate addenda into their bid. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from

delivering the completed project, product and/or service in accordance with the intent of these specifications.

1.4 SUBMISSION REQUIREMENTS. A fully executed bid, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall be:

- submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- complete and signed by an official authorized to obligate the agency or company submitting the bid;
- inclusive of (1) complete original bid and two (2) exact duplicates (electronic copies are appreciated for any response exceeding 50 pages).

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender **without exception**.

1.5 BID OPENING. Submissions will be publicly opened in the Cole County Commission Chambers on Friday, April 7 at 9:00 a.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

1.6 ADVICE OF AWARD. Award notification letters, along with a bid tabulation summarizing responses received, will be sent via email to all parties that submitted a response upon bid award by the Cole County Commission.

2.0 TERMS AND CONDITIONS

2.1 INCURRING COSTS. Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.

2.2 RESERVATIONS. The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.

2.3 MODIFICATION/WITHDRAWAL. Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.

2.4 VALIDITY. Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.

2.5 RESPONSE MATERIAL OWNERSHIP. All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.

2.6 EXCEPTIONS. The wording of this solicitation may not be changed or altered in any manner. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its

rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.

- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If the bidder has any questions which arise concerning the true meaning or intent of the Plans, Specifications or any part thereof, which affect the cost, quality, quantity, or character of the project or service, he shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Failure to have requested an addendum covering any questions affecting the interpretations of the Plans and Specifications shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the Plans and Specifications. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular item or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain like or similar product(s) to that which has been specified herein when use of such product is deemed in the best interest of the County.
- 2.11 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.12 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Price submitted for each item shall include all cost, of whatever nature, that is involved in achieving the good or service per the Specifications. Bids qualified by escalator clauses may not be considered.
- 2.13 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.

- 2.14 **CANCELLATION.** The County reserves the right to cancel any or all of an order or contract if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must contact the County to notify of said delay and arrange an alternate schedule if agreeable to the County.
- 2.15 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order if delivery is not made or work not started as guaranteed.
- 2.16 **DEFAULT.** In case of default by the bidder or contractor, the County of COLE will procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
- 2.17 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.18 **SHIPMENTS.** All shipments shall be F.O.B. destination, freight prepaid.
- 2.19 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.20 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. The resulting contract does not guarantee that all purchases of this nature will go to the successful respondent(s), but rather establishes a primary vendor. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.21 **ASSIGNMENT.** The awarded party shall not assign the Contract, subcontract, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Cole County.
- 2.22 **EVALUATION.** The County’s sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply that in our judgment the contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 2.23 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County.
- 2.24 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.25 **INSURANCE REQUIREMENTS.** The Successful Contractor shall purchase and maintain in force, at its own expense and with an insurance company licensed to do business in the State of Missouri, such insurance as will protect Contractor from claims which may arise out of or result from the execution of

the work under the contract resulting from this Request for Bid, whether such execution be by him/herself, his/her employees, agents, or by anyone for whose acts he/she may be liable. If any such work covered under the Contract is to be performed on County-owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from claims for injury and damage resulting by any actions on the part of the Successful Bidder as enumerated above. All policies must name the County as an additional insured and provide thirty (30) days written notification to the County prior to any material changes or cancellation.

2.26 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices, the City of Jefferson and/or other Cities within the boundaries of Cole County may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

2.27 **CONTRACT TERMINATION.**

2.27.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

2.27.2 **TERMINATION FOR CONVENIENCE.** The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

3.0 CONTRACT

3.1 **BID AWARD.** It is the intent of the County to award services on an “all or nothing” basis to the respondent determined to offer the lowest and best overall service. Any proposal that includes multiple vendors must clearly identify one Vendor as the “Primary Contractor” and any others as subcontractors.

3.2 **TERM.** It is the intent of the County to enter into a two-year agreement for the period of July 1, 2017 through June 30, 2019, to potentially continue for one additional two-year term at the County’s option. This contract will automatically renew under the same terms and conditions if a new contract is not executed contract prior to July 1 of 2019.

3.3 **SELECTION CRITERIA.** Proposals will be reviewed by individuals knowledgeable of the County’s requirements and the services to be performed. Selection of a Contractor will based upon the following factors:

- The primary selection factor will be the expected total cost/benefit to the County over the life of the contract. Sixty percent (60%) of the bid award will be based upon anticipated total cost to the County.
- There will be an assessment of the bank’s ability to satisfactorily service the County’s requirements. Forty percent (40%) will be based on proposed services, experience and community reinvestment.
- Bidders may be requested to make an oral presentation, clarify, expand on, or answer questions pertaining to their proposal. The County will schedule the time for such presentation, if required.

4.0 SCOPE OF WORK

- 4.1 **OVERVIEW.** Cole County (“County”) is seeking proposals from qualified institutions within Cole County for consideration in the provision of (1) debit/credit card payment processing services, (2) a purchasing card program with reward benefits, and (3) depository services for Cole County funds. The objective of this solicitation is to identify the financial institution (“Contractor”) that will provide the highest quality of service at the lowest aggregate cost to the County.
- 4.1.1 **DEBIT/CREDIT CARD PAYMENT PROCESSING.** The County anticipates a need for processing a combined minimum of \$250,000 of credit card payments per year. In 2016, the two County departments that currently accept credit card payments (EMS and the Health Department) processed approximately 5,400 transactions; it is the intent of the County to equip two additional offices (the Department of Public Works and the Recorder’s Office) with this capability, adding additional transactions of an unknown quantity.
- 4.1.2 **PURCHASING CARD PROGRAM.** The County anticipates an approximate combined annual spend of \$150,000 through use of approximately 31 active cards.
- 4.1.3 **DEPOSITORY SERVICES.** All depository services shall be pursuant to the applicable sections of Chapter 110 of the Missouri Revised Statutes of Missouri (RSMo). Interested parties are encouraged to review said provisions and all cross references therein as they will be entirely responsible for full compliance at all times.
- 4.2 **DEBIT/CREDIT CARD PAYMENT PROCESSING, REQUIRED SERVICES.** Respondents must be able to fully satisfy all outlined requirements, or if unable to meet a requirement, must clearly state such and detail what options are available in lieu of what is stated.
- 4.2.1 **ELECTRONIC PROCESSING SERVICES.**
- A. Accept all of the major credit card brands to include but not be limited to Visa, MasterCard, Discover and American Express.
 - B. Respondent must provide certification of compliance with all current Payment Card Industry (PCI) standards and all current Payment Application Best Practices (PABP) standards.
 - C. Respondent must have its own merchant card processing in-house rather than a third party entity subcontractor.
 - D. Respondent must permit County to absorb or pass through processing fees. Proposals shall include the percentage charged per transaction and any applicable minimum.
 - E. Provide all equipment or items necessary for POS service through the term of the contract (to include any system upgrades or necessary replacements) to the County at no additional charge, including, but not limited to card swipe readers (all readers must have chip technology).
 - F. Provide a program to allow employees to manually enter payment information from their computers.
 - G. Permit County to set up multiple distribution accounts per machine per office.
 - H. Must have procedures in place to reverse an incorrect authorization.

- I. Must have security measures in place for the protection of data transmitted for processing.

4.2.2 **ONLINE INFORMATION REPORTING SERVICES.**

- A. Must have online reporting options. Proposal shall describe all reports available and whether they are customizable.

4.3 **PURCHASING CARD PROGRAM, REQUIRED SERVICES.** Respondents must be able to fully satisfy all outlined requirements, or if unable to meet a requirement, must clearly state such and detail what options are available in lieu of what is stated.

4.3.1 **CARD ISSUANCE.**

- A. Designated County representative(s) will determine who receives cards. The Contractor will not issue any card without the written approval of the County's designated representative.
- B. There shall be no limit to the number of cards issued to the County.
- C. There shall be no fee for the initial issuance of a card or the replacement issuance of a card.
- D. County employees receiving purchase cards shall not be required to submit to a credit check nor shall any credit information regarding the issuance of a card under this program be reported to any credit reporting agency or reflected on the County employee's credit reports.

4.3.2 **CARD FORMAT AND DESIGN.**

- A. The phrase "TAX EXEMPT" and the County's tax exempt number shall be printed on the face of the card.
- B. Capability must exist to customize the design of the card (e.g. to include the County seal or something similar).
- C. Capability must exist to produce County cards that have no reference to Cole County anywhere on the card and by all appearances look personal in nature.

4.3.3 **LIABILITY.**

- A. There shall be no liability to the County or cardholder for activity on cards reported lost or stolen.
- B. Proposals must detail the County's liability for cards which are under the name of an individual as well as those cards named for an office or department.
- C. Proposals must describe how the Contractor will mitigate, or share risk, for unauthorized card use.

4.3.4 **CARD CONTROLS AND RESTRICTIONS.**

- A. Individual card controls will be established at the time the card is issued, but may be changed at any time. Card controls may be changed only upon request from the designated County representative(s). These changes must be able to be made through a web-based program management system, by electronic mail, in writing, or by facsimile.

THE FOLLOWING CONTROLS AND RESTRICTIONS SHALL BE AVAILABLE AT THE INDIVIDUAL CARD LEVEL:

- B. Card activation status- ability to de-activate and re-activate cards in real time.
- C. Single transaction dollar limit- established per individual card.
- D. Velocity limitations- number of card authorizations per designated period (e.g. ten transactions a day, twenty-five transactions per month, etc.)
- E. Maximum dollar limitation per period (e.g. \$5,000 per month)
- F. MCC Code Restriction- ability to restrict usage by vendor (MCC code) at the card level
- G. Cash advances/cash back- COMPLETE PROHIBITION ON ALL CARDS
- H. Additional controls- Proposals shall include information about any additional controls both at the corporate level and individual card level that might be available.

4.3.5 **WEB-BASED CARD MANAGEMENT SOFTWARE.**

- A. Real-time activation, de-activation of cards
- B. Real-time reporting of cards lost or stolen
- C. Real-time update of dollar limits, velocity limits and MCC code restrictions for each card
- D. Ability to establish an organization hierarchy of cardholders and supervisors
- E. Ability to run CUSTOMIZABLE reports for download and import into the County's financial software

4.3.6 **FEES AND REBATES.**

- A. Cole County will not accept any fees/finance charges or interest for participating in the purchasing card program.
- B. The proposal shall detail the rebate offered, to be remitted in the form of cash. For consideration, the proposed rebate must not be less than one percent (1%).

- 4.4 **DEPOSITORY, REQUIRED SERVICES.** Respondents must be able to fully satisfy all outlined requirements, or if unable to meet a requirement, must clearly state such and detail what options are available in lieu of what is stated.

Respondents shall consider the following:

4.4.1 ACCOUNTS. The County currently maintains 31 separate accounts:

- Road and Bridge
- Assessor
- Sales Tax
- Recorder's Trust
- Training Fund
- Domestic Shelter
- Payroll
- General
- School
- Employees Retirement
- Law Enforcement
- EMS Enterprise
- Sheriff's
- Sheriff's Bond
- Evidence Forfeiture
- Special
- Emergency Services Sales Tax
- Cole County Election Ser Fund
- Bad Check
- Delinquent Tax Fee
- Neighborhood Improvement
- Sequestration
- Eugene Water
- Sheriff's Emergency
- Cole County Inmate
- Sheriff's Revolving
- PA Administrative Handling Fee
- Cole County Health Insurance
- Library Fund
- Drug Court
- Banner

2016 average monthly balances can be found on Exhibit 1. The County reserves the right to add or remove accounts at any time. Neither the number of transactions nor the balance of any account can be guaranteed for any portion of the term of this contract.

4.4.2 INVESTING. The County maintains separate accounts for each fund as outlined above. All County funds shall be invested as if invested in overnight repurchases agreements with no funds being idle. Said investment shall comply with the pledged collateral requirements set forth in Chapter 110 RSMo. The interest earned on the accounts will be based on the balance in the accounts at the end of the day and will be the proposed basis points above or below the 91-day Treasury Bill Coupon Equivalent Yield established at the Federal Reserve's previous weekly auction. Interest will be paid to each account for its funds invested and will be based on a 365-day calculation. The County may consider investment options other than the 91-day Treasury Bill Coupon rate, but maintains sole discretion in choosing the option most beneficial to Cole County. Respondents should identify proposed basis points above or below 91 Day Treasury Bill Coupon Equivalent Yield established at the Federal Reserve's weekly auction or other proposed investment option.

4.4.3 BANK STATEMENT. The banking institution shall provide month-end statements, ending the last day of the month, to the County by the third day of the following month (and to various auditors as requested). The bank statement shall reflect the regular account activity, including the beginning balance plus deposits less checks honored each month. The monthly bank statement shall show the invested pledged collateral balance each day and the rate. In addition, the statement shall summarize the average daily invested balance and weighted average rate. A description of the pledged collateral for each day shall also be listed.

4.4.4 ACCOUNT ANALYSIS. The successful institution shall provide individual and consolidated monthly account analysis showing transaction volume and cost of service for all accounts. The format of this analysis must be approved in advance by the County. This analysis is due on or before the fifth working day of the following month.

4.4.5 **AUTOMATIC CLEARINGHOUSE.** The County has direct deposit by automatic clearinghouse (ACH) for employees' payroll checks; this shall continue for the term of the contract resulting from this solicitation. Respondents shall include ACH pricing information.

4.4.6 **LOCKBOX PROCESSING.**

- A. Process and accept for deposit on a daily basis the ambulance service funds collected for payment to Cole County Emergency Medical Services (EMS). Processing includes the imaging and indexing of all checks and remittance documents from the Cole County EMS lockbox traffic. The Contractor will further be responsible for the provision of a secure retrieval system, preferably online, accessible to Cole County and a third party billing company.
- B. Responsible for daily pickup of mail (Jefferson City Post Office). Contractor will be responsible for processing the mail in their lockbox operation which must be physically located in Cole County. Lockbox process and the timeliness of processing is extremely important. Approximate annual volume of payments is 10,000.
- C. Deposit funds into the EMS Enterprise account and begin the check collection process immediately. Daily, the successful institution shall deliver lockbox receipts, deposit receipts, and other related items to the County's designated third party billing agent.
- D. Provide daily electronic file of payments to the County's designated third party billing agent and the County as requested. File shall be in a format suitable to the County. The County's designated third party billing agent will use this file to post collections to their system. A sample of the current format can be provided upon request.
- E. All lockbox items received must be processed and deposited the same day.

4.4.7 **CONSOLIDATION.** The County requires the option to consolidate any funds and may request the bank to provide "Zero Balance Accounts." This will allow separate accounts for check issuance with flexibility to pool money for investments.

4.4.8 **INTERNET SERVICE.** The successful institution shall be required to provide on-line account access with necessary safeguards including multi-level password security for such information and services as:

- Account Balance Inquiries
- Account Transfers
- Stop Payment
- Wire Transfer
- ACH Direct Deposit Creation
- ACH Direct Payment
- Positive Pay
- Electronic Transfer of Withholding Tax Payments

The County from time to time may request and receive additional services and information pertaining to this system for a reasonable fee.

4.4.9 **RESERVATIONS.**

- A. **CHECKS AND DEPOSIT SLIPS.** The County requests pricing for the provision of checks and deposit slips, but reserves the right to furnish its own at its discretion. Said charges will be evaluated independently of the base bid. Note: All checks are currently printed in-house. Deposit slips are three (3) to a page, business size with left side stud, single carbon. Form and layout must be approved by the County; copies of proposed checks and deposit slips must be furnished upon request.

- B. **INVESTMENTS OUTSIDE DEPOSITORY.** The County reserves the right to invest outside of the depository agreement any of the investment accounts. Based on figures, the average monthly balance of the County funds has been \$34.4 million. Generally, the excess of this average has been invested outside the depository agreement.

4.4.10 **RESTRICTIONS AND COMPENSATION.**

- A. **SECURITIES DEPOSIT.** The market value of the invested pledged collateral maintained by the depository/financial institute shall at all times equal or exceed one hundred percent (100%) of the actual amount of the funds on deposit with the depository, less the amount, if any, insured by the Federal Deposit Insurance Corporation pursuant to Chapter 100.020 RSMo. The County shall take possession and assume the responsibility of the safe keeping of the receipts. The bank will provide the County Auditor written confirmation on a quarterly basis that collateral is sufficient to satisfy the terms of this paragraph.
- B. **CERTIFIED CHECK.** Chapter 110.140 RSMo requires that “each bid shall be accompanied by a certified check for not less than the proportion of one and one-half percent of the County general revenue of the preceding year as the sum of the part or parts of funds bid for bears to the whole number of the parts, as a guaranty of good faith on the part of the bidder, that if his or her bid should be determined lowest overall cost to the County with the best service, he or she will provide the security required by section 110.010. Upon his or her failure to give the security required by law, the amount of the certified check shall go to the county as liquidated damages, and the commission may order the county clerk to readvertise for bids.” County revenue for the year 2016 for the General Fund and all special revenue funds total \$19.4 million. Therefore, each bid must be accompanied by a certified check for \$291,000 made payable to the “County of Cole.” Said check shall be returned to unsuccessful respondents after the bid award has been approved by the County Commission.
- C. **COMPENSATION.** The banking institution shall collect service charges as outlined in their submission as compensation for services. Each account will be charged for the activity in the account, or at the County’s option, one or more of the accounts may incur all or some of the charges. **THERE WILL BE NO CHARGES ACCEPTED BY THE COUNTY OTHER THAN THOSE CLEARLY OUTLINED IN THE SUCCESSFUL RESPONDENT’S PROPOSAL** without the express, written consent, in advance, by the County.

- 4.5 **TRAINING.** The Contractor shall provide onsite training for any or all services included in this scope, if requested, to designated County staff.

5.0 PROPOSAL REQUIREMENTS

All proposals will first be screened for compliance with RFP response format requirements. Proposals that do not meet these requirements will automatically be rejected and will not undergo further evaluation.

Respondents must submit proposals in a format that corresponds with the following sections. Please be advised that the initial evaluation of any response will be based upon the content of the bidder’s response in accordance with the evaluation criteria listed. **Organized and succinct responses are appreciated.**

- 5.1 Cover Page (Page 1 of this document), fully executed

- 5.2 Table of Contents
- 5.3 Profile of banking institution to include:
- Year established
 - Identification of whether institution is statewide, regional or local
 - Business address of local office that would handle Cole County's banking services
 - Detail of experience in handling services of similar size and scope, preferably for accounts with which the institution is currently involved or which it has involved with within the past five (5) years.
- 5.4 Succinct but thorough response to each requirement as outlined in Sections 4.2-4.5, organized by section number to include any applicable costs/fees/rebates/points, approach and indication as to whether respondent is fully compliant with the requirement as written.
- 5.5 Description of value-added features/services that may be of interest to the County and their associated costs/fees
- 5.6 Discussion of the qualifications and skills of the individuals, as well as their direct supervisor(s), that would be working on the County's cash management needs and the procedures that would be used in providing adequate and safe investments
- 5.7 Description of the institution's ability to offer carrier services to the County
- 5.8 Description of County staff support required
- 5.9 Description of institution's community reinvestment
- 5.10 Fully executed Depository Agreement (Exhibit 2) accompanied by an affidavit that the bank's board of directors has approved the agreement as a part of their proposal submission.
- 5.11 Overview of ALL costs to be incurred by the County for each service as required herein including, but not limited to those services outlined in Exhibit 3. **There will be NO CHARGES ACCEPTED BY THE COUNTY OTHER THAN THOSE CLEARLY OUTLINED IN THE SUCCESSFUL RESPONDENT'S PROPOSAL** without the express written consent, in advance, by the County including:
- Specific unit prices for each type of service, transaction, report, system, or any other separate cost to be incurred by the County.
 - Price changes or discounts related to the volume, period of service and/or number of different services provided by contract banking institution.
- 5.12 Anti-Collusion Statement, fully executed

EXHIBIT 1

The following represents average monthly balances on all accounts during January to December, 2016:

ACCOUNT:	AVERAGE MONTHLY BALANCE, 2016:
Road and Bridge.....	\$3,040,839.81
Assessor	\$1,349,142.83
Sales Tax	\$4,334,582.33
Recorder's Trust.....	\$91,826.19
Training Fund.....	\$4,266.53
Domestic Shelter	\$4,873.21
Payroll	\$104,661.32
General	\$9,114,287.19
School.....	\$326,228.07
Employees Retirement	\$36,063.99
Law Enforcement.....	\$7,805,257.03
EMS Enterprise	\$1,164,776.30
Sheriff's.....	\$116,176.39
Sheriff's Bond	\$7,636.10
Evidence Forfeiture	\$141,836.72
Special	\$70,686.79
Emergency Services Sales Tax	\$1,767,365.70
Cole County Election Ser Fund.....	\$35,996.99
Bad Check	\$54,036.70
Delinquent Tax Fee	\$496,306.93
Neighborhood Improvement	\$13,143.21
Sequestration.....	\$300,518.48
Eugene Water.....	\$81,877.45
Sheriff's Emergency.....	\$31,620.51
Cole County Inmate	\$57,067.82
Sheriff's Revolving	\$238,942.11
PA Administrative Handling Fee	\$6,095.34
Cole County Health Insurance	\$1,674,080.42
Library Fund.....	\$168,779.46
Drug Court	\$52,816.59
Banner	\$1,704,841.51
AVERAGE TOTAL MONTHLY BALANCE:	\$34,396,630.01

EXHIBIT 2
DEPOSITORY AGREEMENT

This Depository Agreement made and entered into this ____ day of _____, 2017

by and between Cole County and _____ hereinafter called “Depository Institution.”

WITNESSETH:

WHEREAS, COLE COUNTY has deposited and will in the future deposit public funds in the Depository Institution in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corporation (FDIC);

WHEREAS, COLE COUNTY has requested that its deposits in excess of the FDIC Insurance be otherwise secured;

WHEREAS, the Depository Institution is willing to provide the additional collateral to Cole County securing its excess deposits by any of the following investments:

- (a) Obligations of the United States Government (Treasury Bills, Treasury Notes and Bonds, and certificate of Indebtedness) and other securities guaranteed by the Full Faith and credit of the United States of America as to the principal and interest.
- (b) Obligations of the United States Government agencies guaranteed by the full faith and credit of the United States of America as to principal and interest.

WHEREAS, the Depository Institution will provide that the above collateral will equal at least one hundred percent (100%) of the market value of the total investments including accrued interest.

WHEREAS, the Depository Institution will place the above securities for safekeeping in a custodial account at a Federal Reserve Bank, a trust department of a commercial bank or through another financial institution not owned or controlled by the Depository Institution or its holding company;

NOW THEREFORE, the parties hereto agree as follows:

1. SECURITY. Bidder will need to provide the security that is required by §§ 110.010 and 30.270 RSMo.
2. SAFEKEEPING PROVISION. The Depository Institution will place the above securities for safekeeping in a custodial account at a Federal Reserve Bank, a trust department or commercial bank or through another financial institution not owned or controlled by the Depository Institution or its holding company. The securities are to be released only upon joint written authorization of Cole County (or duly authorized representative), and the officials of the Depository Institution. The Depository Institution may substitute or exchange securities held in the custodial account as outlined in this agreement.

A Custodial Agreement between the Depository Institution, the institution providing the safekeeping of the pledged securities (hereinafter called the Custodial Institution), authorizing the Custodial Institution to provide custody of securities for collateral of Cole County deposits to be

executed and signed by officials of the Depository Institution, Custodial Institution and Cole County. The Agreement is to outline the types of securities to hold for safekeeping. The agreement will authorize release of the securities only upon joint written authorization of Cole County and the officials of the Depository Institution.

3. REPRESENTATIONS. The DEPOSITORY INSTITUTION represents Cole County.
 - (a) That the Depository Institution is the sole legal and actual owner of the securities utilized for collateral deposits.
 - (b) That no other security interest has been, nor will be, granted in the securities utilized for collateral of Cole County deposits.
 - (c) That the Depository Institution is covered for all Cole County deposits up to \$100,000 (with no collateral) under the FDIC.
4. DEFAULT. The Depository Institution shall be in default if it fails to pay all or any part of a matured Certificate of Deposit or Repurchase Agreement investment including earned interest at the specified maturity date which is not covered by FDIC applicable amounts. The Depository Institution shall also be in default if ruled “bankrupt”, “insolvent” or “failed” by Federal Banking Regulations.
5. PROCEEDS. In the event of a default, failure or insolvency of the Depository Institution, the Treasurer of Cole County (or duly authorized representative) shall be given the power of attorney authorizing transfer or liquidation of the securities utilized for collateral of deposits and placed in custodial account of Custodial Institution. If the security is transferred, ownership of the security will transfer with the defaulted amount of the matured investment, including accrued interest, plus expenses related to the liquidation transaction, shall be returned to the Depository Institution.
6. STATEMENTS. The Depository Institution agrees to furnish to Cole County a statement listing a description of the securities pledged and held in safekeeping in the Custodial Institution on at least a quarterly basis. The statement will include par value, market value, interest rate and maturity date of the securities held in safekeeping. The same statement will also be available upon demand by the County.
7. SUBSTITUTION. The substitution or exchange of like securities can be done without prior written agreement or oral notice from Cole County provided Cole County was granted a written notice granting authorization to the Depository Institution. A written notice stating the par value, interest rate, maturity date and market value at the date of substitution must be sent to Cole County by the Depository Institution within five (5) days of any substitution or exchange transaction.
8. FINANCIAL POSITION. The Depository Institution will provide a statement of its financial position on at least a quarterly basis. The Depository Institution will provide an annual statement audited by its outside auditors including a statement by its outside auditors as to is “fair presentation.”
9. DIRECT AUTHORIZATION. The Depository Institution represents and warrants that this agreement is made pursuant in and is duly authorized by the Board of Directors of the Depository Institution.

10. NON-ASSIGNABILITY. The Collateral Agreement is not assignable in whole or in part, but is binding on the parties successors and assigns.

Banking Institution

Address

Signature of Authorized Representative

Title

Date

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____
