



**CLAY COUNTY
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP)**

RFP NO:	37-21	PURCHASING MANAGER	LESLIE DEGROOT
TITLE:	DEPOSITARY AND BANKING SERVICES	EMAIL:	LDEGROOT@CLAYCOUNTYMO.GOV
ISSUE DATE:	5/3/2021	PHONE NO:	816-407-3630

**PROPOSAL RESPONSES MUST BE RECEIVED NO LATER THAN:
5/27/2021 AT 2:00 PM CENTRAL TIME.
PROPOSAL RESPONSES WILL BE OPENED AND READ ALOUD AT 3:00 PM CENTRAL TIME.**

SUBMITTAL INSTRUCTIONS: In an effort to support the County's initiative for conservation, it is preferred that the Request for Proposals (RFP) be submitted via www.PublicPurchase.com. Sealed RFPs may be delivered to the Clay County Purchasing Department prior to the return date and time. Print the **Sealed RFP Label** found in Attachment 1 or type **RFP Number, RFP Title** and **Return Due Date** on the lower left hand corner of the envelope or package. In order for a response to be considered complete, the Clay County document **MUST** be completed in its entirety which includes this cover page. All subsequent pages **MUST** also be initialed and the Terms and Conditions Acknowledgement form **MUST** be signed.

RETURN RFP TO:	US MAIL/DELIVER TO: CLAY COUNTY ATTN: ~ PURCHASING DEPARTMENT 1 COURTHOUSE SQUARE 3rd FLOOR COMMISSION DESK LIBERTY, MISSOURI 64068	COURIER/DELIVER TO: CLAY COUNTY ATTN: ~ PURCHASING DEPARTMENT 16 W. FRANKLIN, SUITE B LIBERTY, MISSOURI 64068
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**AGREEMENT PERIOD: DATE OF AWARD THROUGH ONE YEAR; WITH FOUR ONE-YEAR RENEWALS
DELIVER SUPPLIES/SERVICES/INVOICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

CLAY COUNTY
1 COURTHOUSE SQUARE
LIBERTY, MO 64068

By signing this RFP cover page, the vendor shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Contract Terms and Conditions. The vendor shall further agree that the language of this RFP shall govern in the event of a conflict with their proposal. In addition, the vendor shall further agree that upon receipt of an authorized purchase order from Clay County or when a Vendor Agreement is fully executed by an authorized agent of Clay County, a binding agreement shall exist between the vendor and Clay County.

SIGNATURE REQUIRED

Company Name	Authorized Representative (Print)	Title
Street Address	Authorized Signature	
City/State/Zip	County	Date
Telephone No.	Facsimile No.	E-Mail
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		
Vendor Tax Filing Type with IRS (Check One)		

1. INTRODUCTION AND GENERAL INFORMATION

This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

Submittal instructions and determination of award information can be found on our website by clicking the following link <https://www.claycountymo.gov/bids/current>

1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed proposals from prospective vendors for Banking & Depository Services for Clay County in accordance with the requirements and provisions stated herein.

1.1.2 RFP Document Contents:

- Introduction and General Information
- Scope of Work/Functional Specifications
- Agreement Terms and Conditions Acknowledgement Form

- Exhibit A - Pricing
- Exhibit B - Experience and Expertise
- Exhibit C - Project Approach
- Exhibit D - Miscellaneous Information

- Attachment 1 – Sealed RFP Label

1.2 Questions:

1.2.1 Questions relating to the RFP must be submitted via the www.PublicPurchase.com website or e-mailed to Purchasing@ClayCountyMo.gov

1.2.2 **All questions and issues should be submitted no later than 5:00pm Thursday, May 20, 2021** . If not received prior to the aforementioned date, the Clay County Purchasing Department may not be able to fully research and consider the respective questions or issues.

1.3 Background Information:

1.3.1 The County's current contract is with Commerce Bank via Official Action 2017-244.
a. There are no remaining renewal options.

1.3.2 The Collector's office has a total of six bank accounts.
a. The first is utilized for the Collector's collected tax funds.
b. The second is utilized for Collector's protested tax funds.
c. The third is used for the Collector's Tax Maintenance Fund.
d. The fourth is used for the Collector's tax sale funds.
e. The fifth is used to hold pre-paid tax payments.
f. The sixth is a merchant services clearing account, utilized for online payments.
g. Each account has separate rules regarding re-direction of fees, the structure of fees, and signing authority.
h. Positive pay and debit block are applicable to all accounts.

Vendor's Initials: _____

- 1.3.3 Although an attempt has been made to provide accurate and up-to-date information. Clay County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

1.4 Award Determination

- 1.4.1 Any award of Agreement must be approved by the County Commissioners and shall be made by notification from the Purchasing Department to the successful bidder.

2. SCOPE OF WORK

This section of the RFP includes requirements as well as desirable attributes and provisions relating specifically to the scope of work requirements of Clay County. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent vendor. The vendor is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The vendor's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the proposal is accepted by Clay County. The vendor must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes by the vendor (if any) in the appropriate sections of Exhibit A, Pricing Pages.

2.1 Specific Requirements:

- 2.1.1 The vendor shall provide a Depository and Banking Services, which meets or exceeds the specifications contained in this document.
- 2.1.2 Clay County, Missouri Government, herein after referred to as "County", is seeking proposals from qualified and experienced financial institutions, herein after referred to as "Bank", to serve as the primary depository for County funds for four full service Investment Checking Accounts.
- a. These accounts will be used as the operating accounts for the funds of the Clay County Treasurer, in addition to three full service Investment Checking Accounts for the Collector's Office.
 - b. One account is used for the Collector's tax collection funds, one for the Collector's protested tax funds, and one for the Collector's tax sale funds.
 - c. Transfers between these accounts will happen regularly, but no one other than the Collector shall have access to make such transfers.
- 2.1.3 The Collector's Office has a total of six bank accounts: tax collection funds, protested tax funds, Tax Maintenance Fund, tax sale funds, prepaid tax funds, merchant services clearing (online payments).
- a. Each account has separate rules regarding re-direction of fees, fee structure, and signing authority.
- 2.1.4 Accounts
- a. **Tax collection account**
 Owner: Collector (personal liability)
 Contents: Regular tax payments
 Transaction info: Balance fluctuates between \$200,000 (mid-July) and \$360 million (late December through early January). Thousands of incoming transactions and dozens of outgoing transactions per month.
 Interest process: Interest earned in excess of fees remains in the account.
 Fee structure: No fees can be deducted from the principal balance of this account
 Requirements: Absolute debit block and positive pay
 Signature authority: Checks are signed by Collector and Auditor

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- Misc: Daily repo sweeps
- b. **Protested tax account**
 Owner: Collector (personal liability)
 Contents: Protested tax payments
 Transaction info: Balance remains between \$7 million and \$20 million. Few transactions each month, but transactions are often very large.
 Interest process: Interest earned in excess of fees will be paid out to protesting taxpayers.
 Fee structure: No fees can be deducted from the principal balance of this account
 Requirements: Absolute debit block and positive pay
 Signature authority: Checks are signed by Collector and Auditor
 Misc: Daily repo sweeps
- c. **Tax Maintenance Fund**
 Owner: Treasurer with information and access by Collector. **This is the ONLY account with dual access between the Treasurer and Collector in all of Clay County.**
 Contents: Amounts collected on tax bills and distributed to this account on a monthly basis.
 Transaction info: Balance fluctuates between \$100,000 and \$800,000. 20-30 checks written per month
 Interest process: Interest earned in excess of fees remains in the account.
 Fee structure: Fees can be debited from the principal balance of this account with proper accounting.
 Requirements: Positive pay
 Signature authority: Checks are signed by the Treasurer upon authority given by the Collector.
 Collector must have authority to stop payment.
 Misc: Daily repo sweeps
- d. **Tax sale account**
 Owner: Collector (personal liability)
 Contents: Taxes and fees collected and distributed through the tax sale process
 Transaction info: Balance fluctuates between \$50,000 and \$4 million. Majority of transactions occur in late August and early September, with several transactions per month the rest of the year. Dozens of checks written in busy months, some transactions every month.
 Interest process: Interest earned in excess of fees remains in the account.
 Fee structure: No fees can be debited from the principal balance of this account.
 Requirements: Absolute debit block and positive pay
 Signature authority: Checks are signed by the Collector and Auditor
 Misc: Daily repo sweeps
- e. **Prepayment account**
 Owner: Collector (personal liability)
 Contents: Prepaid taxes
 Transaction info: Balance grows with regular deposits from March 1 (balance ~ \$10,000) through September 30 (balance ~ \$900,000). Very few outgoing transactions. One large transfer out in late October, bringing account balance under \$10,000. No checks are written out of this account.
 Interest process: Interest earned in excess of fees remains in the account
 Fee structure: Fees can be directly debited from this account.
 Requirements: Absolute debit block and positive pay
 Signature authority: N/A

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Requirements: Daily repo sweeps are optional depending on fee structure

f. **Merchant services clearing account**

Owner: Collector

Contents: Zero balance clearing account for daily online transactions

Transaction info: Daily collections vary from \$10,000 to \$5 million. All funds transferred out to tax collection account on a daily basis. No checks are written out of this account

Interest process: N/A

Fee structure: Account fees are paid as part of each transaction. E-check and debit fees are invoiced to the Collector. Credit card fees clear through the merchant services account. This account should not be liable for fees in excess of merchant services fees.

Requirements: Absolute debit block (all chargebacks must be decided by the Collector)

Signature authority: N/A

Misc: No repo sweep

- 2.1.5 The County may require services of a similar nature for items not specifically listed in the RFP during the Contract term.
- a. The selected Bank agrees to provide such services, and shall provide the County prices or contractual terms on such additional services based on a formula or method that is the same as, or similar to, that used in establishing the prices or contractual terms in their RFP proposal.
 - b. If the price(s) or term(s) offered are not acceptable to the County, and an agreement cannot be reached to the satisfaction of the County, the County reserves the right to procure those services from other qualified banking institutions.
- 2.1.6 The Bank will provide such investment and safekeeping services as may be requested from time to time by the County Treasurer and Collector.
- 2.1.7 The Bank will be allowed time, in conformance with Federal Reserve Policies, required for the clearing of checks deposited by the County Treasurer and County Collector.
- 2.1.8 The Bank will maintain and pledge acceptable securities as required by [RSMo 110.010](#). Such securities, being valued at all time, not less than 100% of the actual amount of funds on deposit, including interest, with the Bank less the amount insured by the Federal Deposit Corporation.
- a. All funds on deposit must be fully collateralized at all times; specifically, at end-of-year or all days in December.
- 2.1.9 The Bank will provide or help make provisions for two (2) convenience accounts, one that is located within one (1) mile of the Smithville, Missouri city limit, and one that is located within one (1) mile of the Kearney, Missouri city limit.
- a. The convenience accounts are for the Parks Department for daily deposits of patron fees.
 - b. The accounts are monitored and transferred as required into the Treasurer's account.
 - c. Though it is not mandatory that the awarded Bank have locations within 1 mile of Smithville, MO, it is preferred.
 - d. Clay County reserves the right to split the award of the agreement to accommodate the needed services within 1 mile of Smithville, MO and Kearney, MO.

Vendor's Initials: _____

- 2.1.10 Clay County shall have the right, at its option, to audit compliance with the terms of the depository agreement.
- 2.1.11 The County may elect to periodically invest in interest-bearing securities with other financial institutions.
- 2.1.12 Credit card payments accepted by the County (property taxes, courts, recorder, parks and sheriff payments) are processed through third party vendors as ACH transactions.
- a. The County would like the ability for citizens to make online payments for all services for all departments.
 - b. The County requests that any associated costs for these services be reflected in Pricing Table 3.
- 2.1.13 It is the County's intent that the "Pricing Sheet" reflects all the services and prices for which the Bank will expect payment if utilized.
- a. It is understood that volumes indicated are estimates and that actual volumes will vary from month to month.
 - b. Should the County request a service or services not presently included on the Pricing Forms, it is agreed that the Bank's price will be no more than the price appearing on its most recently published price list for banking services.
- 2.1.14 Clay County seeks a proposal that is creative and cost effective.
- a. Should a proposing Bank make a modification to the specifications in this Request for Proposal, the Bank must clearly state on the Proposal that it is offering a modification to the specifications.
 - b. On a separate page, the Bank is to provide, in detail, the modification that is proposed and reasons why the change will produce savings.
- 2.1.15 Clay County seeks a proposal that offers the ability to process accounts payable via means other than the issuance of checks: EFT, Wire, ACH and/or SUA.
- a. The County requests that any associated costs for these services be reflected in Pricing Table 3.
- 2.1.16 Positive Pay services should be provided for all associated County accounts.
- a. The County requests that any associated costs for these services be reflected in Pricing Table 3.

2.2 Minimum Qualifications

- 2.2.1 This section lists the qualifications and criteria to be considered in evaluating the banks interested in providing the services specified. Specific responses to each of the following items must be provided in the response to the RFP. To be considered, an institution must meet or exceed the following:
- a. Is FDIC Insured. (Federal Deposit Insurance Corporation).
 - b. Carry a Standard Form 24 Financial Institution Bond in the amount of \$5,000,000, and have a CRA rating of "satisfactory" or better.
 - c. Be eligible to be a depository of "public money" with a full service branch in or near Liberty, Missouri.
 - d. The bank must be a banking corporation incorporated under the laws of the State of Missouri or the United States.
 - e. Be an on-line cash and securities member of the Federal Reserve.
 - f. Have a high investment grade quality rating by a nationally recognized bank rating organization and a high "Safe and Sound" rating as provided by bankrate.com.

Vendor's Initials: _____

- g. Provide 100 percent collateralization of all County deposits including interest with collateral permitted by Missouri Statute. Any US Agency securities used for collateral must be rated AAA by Moody's and Standard & Poors.
- h. Submission of financial statements for the past two fiscal years that include unqualified opinion from a CPA and appropriate notes to financial statements (the statements will be considered proprietary information and closed to the extent possible under Missouri law).
- i. Submit one copy of each of the last 4 quarterly call reports (Consolidated Report of Condition and Income required to be filed with Federal Financial Institution Examination Council) (quarterly call reports will be considered proprietary information and closed to the extent possible under Missouri law).

2.3 Treasurer's Funds

- 2.3.1 The Bank will provide daily and monthly statements of account to the County Treasurer.
- 2.3.2 The Bank will provide the following supplies and services: (respondents are to separate the cost of these services from their proposed interest rate. Service is to be charged per transaction.)
 - a. Maintain proper records with monthly statements available on the requested cutoff date for each account.
 - b. Provide a detailed account expense analysis statement.
 - c. Provide wire transfer services for transfer of funds between the banks and other financial institutions.
 - d. Provide cash bags for pickup and delivery of County funds.
 - e. Provide overnight investment of bank account balances, with monthly interest earned credited to the interest in the Treasurer's account.
 - i) In addition, a collateralized interest checking account that can be tied to the 90-day T-Bill is an acceptable option.
 - f. Provide cutoff statements as requested by the contracted auditing firm as specific by the Clay County Commission.
 - g. Provide imprinted deposit slips for each account. The Treasurer's office uses Approximately 1,200 deposits slips each year.
 - i) Based on this estimate; we deposit approximately 4,000 checks each month.
 - h. Payroll for the County is processed in ADP for direct deposit and non-direct deposit payroll services.
 - i) Payroll periods are every two weeks with twenty-six to twenty-seven payroll periods per year, the County has (8) eight payroll funds.
 - ii) We only have one Payroll Clearing account that we use to pay payroll.
 - iii) However, it is broken into (8) eight different funds.
 - i. Provide for electronic balance reporting via modem and personal computer on a daily basis.
 - i) Currently Clay County views four (4) accounts via electronic balance reporting using previous day reporting because all items post at midnight.
 - ii) If awarded Bank posts throughout the day, Clay County would use both current and previous day reporting.
 - j. Provide stop payments to the County.
 - i) Stop payment order may be called in or sent electronically.
- 2.3.3 The Treasurer issues approximately 2,000 checks per month.
 - a. The Bank will honor no warrant/checks presented more than 12 months after day of issuance without express approval of the County Treasurer and all warrant/checks shall so designate.

Vendor's Initials: _____

- 2.3.4 The Bank shall provide for daily pick-up of cash and checks in the Clay County Administration Building, Liberty, Missouri, and in the Clay County Annex, Kansas City, Missouri, with delivery of items between the two locations in addition to transportation to the bank.
- a. Although the Bank will not receipt these deposits until actual delivery to its facility, the Bank will assume civil responsibility in case of theft or accident while the deposit items are in transit.
 - b. Clay County prefers for armored car services to be reimbursed or provided by the Depository and Banking Services provider.
- 2.3.5 The Clay County Treasurer maintains separate internal accounts.
- a. Warrant/checks are issued identifying the appropriate County accounts.
 - b. All cancelled warrant/checks shall be returned, electronic copies of both sides in acceptable format.
- 2.3.6 FDIC pass through charges shall only be applied or charged on the current coverage that the FDIC provides.
- a. This sum is the maximum amount of FDIC insurance coverage that will be paid by the County.
- 2.3.7 Nothing in an agreement between the Bank and the County shall preclude investments made by the Clay County Treasurer per established guidelines of the Clay County Commission.
- a. The Bank shall provide such investment services as may be required.
- 2.3.8 The Bank will be required to invest overnight balances above the minimum required balance, crediting the interest to the County on a monthly basis for a DDA account and daily for a Re-Purchase account.
- a. The daily investment shall earn interest at a RFP rate in relation to the 90-day Treasury Bill rate quoted each week.
- 2.3.9 The Clay County Treasurer is also the custodian of funds for several non-County agencies.
- a. Individual bank accounts are required for some of these agency funds with the costs of servicing and supplies chargeable to each account.
 - b. Interest earnings shall be credited monthly to the several accounts.

2.4 Collector's Fund

- 2.4.1 The Bank will provide monthly statements of accounts on all accounts to the County Collector.
- a. The Tax Maintenance Fund is technically a fund under the signature authority of the Treasurer. However, the Collector is personally responsible for the use of those funds.
 - b. Therefore, the Collector must have daily and monthly access to statements and transaction records and must be able to block debits from the account.
- 2.4.2 Collector's accounts shall be strictly segregated from accounts under the authority of the Treasurer or other county offices.
- a. Missouri law provides that the Collector is the only authorized signator for all Collector accounts except the Tax Maintenance Fund.
 - b. Collector accounts shall be held in a similar manner as an attorney trust account in a law firm.
 - c. In such a scenario, the Treasurer accounts are similar to the operating accounts of the law firm, and the Collector accounts are similar to the firm trust account. Co-mingling of funds or signature authority is strictly prohibited.
 - d. Fee deductions must be processed in such a manner as to prevent use of trust funds to pay fees.
 - e. Debits must be able to be blocked upon the authority of the Collector.

Vendor's Initials: _____

- f. The Collector is separately and personally bonded to ensure the integrity of Collector accounts, and Collector accounts are held in the personal name of the Collector.
- 2.4.3 The Bank will provide the following supplies and services to the County; (Bidding institutions are to separate the cost of these services from their proposed interest rate).
 - a. Service is to be charged per transaction.
- 2.4.4 Maintain proper records with monthly statements available on the requested cutoff date for each account.
- 2.4.5 Provide full-service checking accounts.
- 2.4.6 Provide wire transfer services for transfer of funds between the banks and other financial institutions and ACH electronically.
- 2.4.7 Provide overnight investment of bank account balances, with monthly interest credited to the Collector's account.
 - a. In addition, a collateralized interest checking account that can be tied to the 90-day T-Bill is an acceptable option.
- 2.4.8 Provide cutoff statements as requested by the contracted auditing firm as specified by the Clay County Commission.
- 2.4.9 Provide imprinted deposit slips for each account.
 - a. NOTE: The Collector uses approximately 1,500 deposit slips each year, with the majority of deposits going into the tax collection account.
- 2.4.10 Provide for electronic balance reporting via web interface, with separate security protocols for view only access and account holder access, for all accounts.
- 2.4.11 Provide stop payment to the County. Stop payment order may be called in or sent electronically via web interface.
- 2.4.12 Provide a detailed account expense analysis statement.
 - a. The analysis statement shall include any interest earned.
- 2.4.13 It is understood that Collector's bank account use fluctuates dramatically throughout the year, with high volume and high interest earnings during tax season (November through January), and lower volume and lower interest earnings during the off season.
 - a. The County prefers service that would allow the Collector to pay bank fees only from interest.
 - b. When earned interest is insufficient to pay fees charged, there will be a running balance due, and when earned interest is sufficient to pay fees charged, the balance will be paid in full.
- 2.4.14 Provide strict compliance with stale dates for all checks issued by the Collector.
- 2.4.15 Provide strict compliance with check processing guidelines using the written amount when the written and numeric amount differ, and provide indemnification to the Collector when checks are processed for the improper amount.
- 2.4.16 Nothing in an agreement between the Bank and the County shall preclude investments made by the Clay County Collector per established guidelines of the Clay County Commission.
 - a. The Bank shall provide such investment services as may be required.
 - b. The Collector may choose, and the bank must honor, a different interest structure than that chosen by the Treasurer.

Vendor's Initials: _____

- 2.4.17 Interest earnings on all Collectors' Accounts shall be identified by the Bank in its RFP proposal and shall be credited monthly to the accounts (**see paragraph 2.4.13**) above for crediting earned interest to fees charged).
 - 2.4.18 FDIC pass through charges shall only be applied or charged on the current coverage that the FDIC provides.
 - a. This sum is the maximum amount of FDIC insurance coverage that will be paid by the County.
 - 2.4.19 Internet E-Mail capability is preferred.
 - 2.4.20 The Collector will mail tax bills.
 - a. The tax amount and parcel number will be OCR scan able on the tax bills.
 - b. Based upon the summary of daily activity, discussed under item 6 above, and other reported available balances, the Collector will move all available balances reported by 2:00 p.m. on each working day.
 - c. The County prefers banking vendors that can provide lock box services for tax collections upon request by the Collector.
 - 2.4.21 The Collector requires timely notice of dishonored checks, with appropriate coding indicating the reason for dishonor.
 - a. The Collector does not require resubmission of checks before dishonor, although the bank may choose to resubmit at its option.
 - b. The Collector requires legible images of all dishonored checks for use in recovering the amount due.
 - 2.4.22 The Collector will provide a staff person to assist in resolving problems and coordinating tax processing as requested.
- 2.5 Proposals should address ability to complete the following processing steps or process alternative measures to the process outlined.**
- 2.5.1 Provide access to post office box at a location mutually acceptable to both parties.
 - a. Collector will not use a post office box with lock box services.
 - 2.5.2 If Collector chooses to utilize lock box services, tax payments will be forwarded to bank by courier service on a daily basis, and should be processed daily.
 - a. Respondent shall be responsible for the safekeeping of all mail and other items taken into its custody or that of its agents and shall maintain banker's blanket bond insurance in an amount satisfactory to the County to cover said risk.
 - 2.5.3 Balance the receipts processed by batch and endorse on behalf of the Clay County Collector all qualified tax payments. The Bank will also expedite all large dollar receipts.
 - 2.5.4 Provide images and reporting of each individual check and accompanying coupon processed.
 - 2.5.5 Have the ability to process multiple checks with a single payment coupon, single checks paying multiple coupons, and to maintain a list of parcel numbers that should be rejected in lockbox processing due to restricted payment methods applicable to an individual account.
 - 2.5.6 All deposits shall be in accordance with tolerances established by the County Collector.
 - 2.5.7 Return all receipts that do not meet the tolerances established by the County Collector. These receipts will be returned to Collector together with all envelopes and other information sent with the receipt.
 - a. All non-standard mail will be transported to the Clay County Collector's office daily.
 - b. The Bank will return, daily, all tax statements, by batch, to the Collector's office.

Vendor's Initials: _____

- 2.5.8 Send a daily written summary of the preceding business day's activity to the Collector's office.
- a. The summary must include the following information.
 - i) Daily credits to the bank account
 - ii) Receipts (tax) total
 - iii) Difference, if any
 - iv) Number of items processed
 - v) Number of items rejected
- 2.5.9 Provide electronic data reports (CD) of all checks deposited to Clay County account.
- 2.5.10 All receipts must be deposited the same day as processed Monday through Friday of each week. Processed means steps 2-4 listed above within twenty-four (24) hours.
- a. There shall be no compensating balance arrangements on collected funds.
- 2.5.11 The Bank will present an electronic media acceptable to the County.
- a. The media should preferably be capable of uploads to the County's collection system.
 - b. The data file should be coded with the following information: date (day, month, year), batch number, sequence number, parcel number, user identification (operator initials), and amount.
 - c. The parcel number and amount will be scan able on an OCR form at the bottom of the tax bill.
 - d. A second file needs to be provided in the format specified by the Collector's office.
- 2.5.12 In order to respond to a corrupted data file, respondent must be able to regenerate and deliver a duplicate data file within twenty-four hours of a request by the Collector's Office.
- 2.5.13 Collector will not use lock box services for over-the-counter transactions or direct mail transactions during off season.
- 2.5.14 All payments of regular taxes paid in person by check will be sent to the bank in an x9 file using sftp.
- a. Some types of checks will still be processed manually, at the Collector's option.
- 2.5.15 The Bank will cooperate with the Collector in researching problems.
- a. Respondent should be able to retrieve batched records within twenty-four (24) hours following a research request.
- 2.5.16 The Bank will have the ability to provide receipts and payment records electronically.
- a. An electronic copy of the records shall be provided to the collector in the format specified by the county
- 2.5.17 Provide daily:
- a. Balance reporting system listing details on collected funds, one (1) and two (2) day availability.
 - b. Productivity measurements, including error rates.
- 2.5.18 Provide the Collector or their representative(s) access to the respondent's processing area at all times.
- a. The Collector may mark received mail in a manner to allow a determination of length of time unprocessed mail remains in respondent's possession.
- 2.5.19 In order to ensure a high degree of accuracy in all data entry transactions, the Collector's office will assess a penalty against the successful respondent for inaccurate entries in excess of ½ of 1% of total tax receipts processed.
- a. Errors in excess of the allowed limit will be charged against the respondent's agreement at twice the per item price.
- 2.5.20 Collector merchant services are currently processed by a subcontractor of Commerce Bank, and Commerce Bank holds the merchant services clearing account.

Vendor's Initials: _____

- a. The Collector is not seeking different merchant services as part of this bid.
- b. However, if the bank does not provide alternate merchant services acceptable to the Collector, then the merchant services clearing account of the Collector must remain with Commerce Bank.
- c. Bidding banks are advised that merchant services integration with the Collector's tax software is extremely difficult, and bidding banks should make no assumptions that the successful bank will be able to earn the Collector's merchant services business.

2.6 Missouri Revised Statues Chapter 110, Section 110.010.1

110.010. Deposits of public funds to be secured.

1. The public funds of every county, township, city, town, village, school district of every character, road district, sewer district, fire protection district, water supply district, drainage or levee district, state hospital, state schools for the mentally deficient, Missouri School for the Deaf, Missouri School for the Blind, Missouri Training School for Boys, training school for girls, Missouri Veterans' Home, Missouri State Chest Hospital, state university, Missouri state teachers' colleges, Lincoln University, or any other political subdivision or agency of the state, that* are deposited in any banking institution acting as a legal depository of the funds under the statutes of Missouri requiring the letting and deposit of the same and the furnishing of security therefor shall be secured by the deposit of securities of the character prescribed by section 30.270 for the security of funds deposited by the state treasurer.
2. The securities shall, at the option of the depository banking institution, be delivered either to the fiscal officer or the governing body of the municipal corporation or other depositor of the funds, or by depositing the securities with another banking institution or safe depository as trustee satisfactory to both parties to the depository agreement. The trustee may be a bank owned or controlled by the same bank holding company as the depository banking institution.
3. The rights and duties of the several parties to the depository contract shall be the same as those of the state and the depository banking institution respectively under section 30.270. If a depository banking institution deposits the bonds or securities with a trustee as above provided, and the municipal corporation or other depositor of funds gives notice in writing to the trustee that there has been a breach of the depository contract and makes demand in writing on the trustee for the securities, or any part thereof, then the trustee shall forthwith surrender to the municipal corporation or other depositor of funds a sufficient amount of the securities to fully protect the depositor from loss and the trustee shall thereby be discharged of all further responsibility in respect to the securities so surrendered.
4. Pursuant to an agreement with the banking institution serving as a depository for a public entity under this section, public funds held in the custody of the depository may be invested in the obligations described in Article IV, Section 15 of the Missouri Constitution** permitted for the state treasurer, including repurchase agreements, provided the investments are authorized in an investment policy adopted by the public entity, treasurer, or other finance officer authorized to act for the public entity.

2.7 Miscellaneous Requested Information:

- 2.7.1 The vendor should respond to the information requested in all sections and all exhibits.

3. RFP OPENING

RFP Responses will be read out loud at **3:00 P.M. on THURSDAY MAY 27, 2021** in the Purchasing Department.

Location subject to change.

All attendees will be required to wear a mask.

Vendor's Initials: _____

4. AGREEMENT TERMS AND CONDITIONS ACKNOWLEDGEMENT FORM

The undersigned vendor has read, understood, and accepted the Terms and Conditions as published on the Clay County Official Website located at:

https://www.claycountymo.gov/application/files/1515/9923/0486/CONTRACT_TERMS_AND_CONDITIONS.pdf

All terms and conditions as stated shall be adhered to by vendor upon acceptance of Agreement. Vendors enter into this agreement voluntarily, with full knowledge of its effect.

Vendor Signature

Date

Vendor Name

Vendor's Initials: _____

**EXHIBIT A
Pricing Pages**

PRICING TABLE 1: REQUIRED PRICING

The vendor shall complete the following pricing table(s) (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the mandatory requirements of the RFP. Additional information may be included and labeled as Exhibit A.

ITEM #	DESCRIPTION		COST	LIST ANY CONDITIONS
1.	Interest Rate _____	_____ Points* Plus 90 Day T-Bill		
		Average No. of monthly transactions- Treasurer's Accounts		
2.	Account Maintenance Charge (cost per month)			
3.	Wire transfer services between Banks and other financial institutions (cost per wire)			
4.	Credited transactions-deposits (cost per item)			
5.	Debit transactions-checks (cost per item)			
6.	Kansas City Clearinghouse On-Us (cost per item)			
7.	Kansas City Country (cost per item)			
8.	Other Federal Reserve (cost per item)			
9.	Rejects (cost per item)			
10.	encoded (cost per item)			
11.	Inter-Fund transfer (cost per transfer)			
12.	Stop payment (cost per item) Phoned in Modem			
13.	FDIC insurance (per \$1,000 balance)			
14.	Daily cash and check pick-up (cost per month)			
15.	Returned items (cost per item)			
16.	Overdrafts (cost per item)			
17.	Electronic balance reporting (cost per report)			

Vendor's Initials: _____

EXHIBIT A , continued

PRICING TABLE 2: OTHER REQUIRED PRICING

The vendor must state below all other applicable costs necessary to satisfy the mandatory requirements of the RFP. Unless stated in Exhibit A. the County shall assume that absolutely no other fees or charges, will be assessed to the County whatsoever in connection Depository and Banking Services herein and to satisfy the RFP requirements.

DESCRIPTION / COMMENTS	UNIT OF MEASURE	UNIT PRICE

PRICING TABLE 3: OPTIONAL PRICING

The vendor may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed Depository and Banking Services solution. Also, list any pricing discounts.

DESCRIPTION / COMMENTS	UNIT OF MEASURE	UNIT PRICE
Armored Car Services (3 locations)	5X per week	

Vendor's Initials: _____

**EXHIBIT B
Experience and Expertise**

The evaluation of the vendor’s experience and expertise shall be subjective based on the requirements stated herein. Therefore, the vendor should present detailed information regarding current and/or prior experiences in providing the services and expertise of the organization as well of its personnel. The County shall have the right to use the information provided herein, including information gained from any other source, in the evaluation process.

B.1 EXPERIENCE:

A MINIMUM of 1 year experience is required of the successful vendor, in similar services, as described in the scope. Experience and references provided by vendors shall be verified and will be a significant factor in the evaluation. Vendors should provide the information below.

How many years has your company been in the Bank and Depository business? _____

List a minimum of three (3) references showing Agreements held by your company providing the same or similar services for other public entities, local government or private companies.

Reference No. 1 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	
Reference No. 2 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	
Reference No. 3 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	

Vendor’s Initials: _____

EXHIBIT B, continued

B.2 EXPERTISE:

PERSONNEL QUALIFICATIONS

Vendors should provide the information below.

Indicate person who will be supervising project(s) and years of experience in similar work.

Name: _____ No. of Years _____

Type of Experience: _____

Complete the following for employees that would be working on this project. List any previous work directly relating to the RFP specifications that have been performed for other public entities, local government or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING/CERTIFICATIONS

Vendor's Initials: _____

EXHIBIT C
Project Approach

The evaluation of the vendor's proposed method of performance/project approach shall be subjective based on the requirements stated herein. Therefore, the vendor should present detailed information regarding the proposed method of performance/project approach. The County shall have the right to use this information, including information gained from any other source, in the evaluation process.

It is the vendor's responsibility to make sure all Depository and Banking Services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the services proposed; however, the evaluator does have sufficient technical/business background to conduct an evaluation when presented complete information.

C.1 PROJECT APPROACH INFORMATION

The proposer should use this exhibit, or any desired format, to present a written plan for performing the requirements specified in this RFP.

1. The vendor should describe in detail what steps the vendor proposes to take to protect the privacy and confidentiality of all data in accordance with [RSMo 288.250](#).
2. The vendor should state the type of method the vendor proposes to use to destroy checks and how confidentiality will be maintained.
3. The vendor should state how daily deposits will be guaranteed on the same business day of receipt of the deposit.
4. The vendor should describe their ability to detect the following:
 - Duplicate ICL file transmissions
 - Duplicate items within an ICL file
 - Duplicate items contained in multiple files
5. Organizational Chart - The vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used.
 - The organizational chart should include the following information:
 - The relationship of service personnel to management and support personnel,
 - The names of the personnel and the working titles of each, and
 - Any proposed subcontractors including management, supervisory, and other key personnel.

The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.

6. Along with a detailed organizational chart, the vendor should describe the following:
 - How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - Total Personnel Resources - The vendor should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the vendor has other ongoing contracts that also require personnel resources, the vendor should document how sufficient resources will be provided to Clay County.

Vendor's Initials: _____

**EXHIBIT D
Miscellaneous Information**

D.1 LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT):

- 1) This section is optional, it will not affect proposal award. If the County awarded you the proposed Agreement, would you sell under the prices and terms of this Agreement to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area. (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Agreement.)
- YES: NO: INITIALS: _____
- 2) Sales shall be made in accordance with the prices, terms, and conditions of the RFP and any subsequent term Agreement.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the Agreement unless they are specifically named in the RFP as a joint participating entity.
- 4) All sales to other jurisdiction shall be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other Agreement administration shall be the responsibility of the ordering jurisdiction.
- 5) The Purchasing Manager shall be responsible to handle the solicitation and award the Agreement. The Purchasing Manager shall have the sole authority to modify the Agreement and handle disputes regarding the substance of the Agreement.
- 6) Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

D.2 WEBSITE

- 1) Does your company have a website? YES: NO:
- 2) If yes please provide the website address:

D.3 EMPLOYEE BIDDING/CONFLICT OF INTEREST:

Vendors who are elected or appointed officials or employees of Clay County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor’s organization is currently an elected or appointment official or an employee of Clay County or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of Clay County or any Political sub-division thereof:	
If employee of Clay County or Political sub-division thereof, provide name of Clay County entity or political sub-division where employed:	
Percentage of ownership interest in vendor’s organization held by elected or appointed official or employee of Clay County or political sub-division thereof:	

Vendor’s Initials: _____

**ATTACHMENT 1
Sealed RFP Label**

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP RESPONSE ENCLOSED

DELIVER TO:

**CLAY COUNTY ~ PURCHASING DEPARTMENT
16 W. FRANKLIN, SUITE B
LIBERTY, MO 64068**

RFP No.: 37-21 DATE: 5/27/2021

**RFPs MUST BE RECEIVED 2:00 pm CENTRAL TIME
DESCRIPTION: DEPOSITARY AND BANKING SERVICES**

SPECIFY VENDOR NAME: _____

SPECIFY VENDOR'S CITY, STATE LOCATION: _____
City, State Location

Vendor's Initials: _____