

**Consolidated School District #2  
Raytown C-2 School District**

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**Timeline**

March 14, 2018	Mail out RFP's & Posted
March 15, 2018	Publish notice in Raytown Paper or County (Publish 20 Days Prior to Acceptance-Run 5 days)
April 16, 2018	Responses due back
May 14, 2018	Board of Education Approval
May 15, 2018	Start implementation for transition (if necessary)
July 1, 2018	Contract Effective date

## Consolidated School District #2 Raytown C-2 School District

### School District Depository

### Request for Proposals

In accordance with 165.211, RSMo, the Board of Education of the Raytown C-2 School District, Raytown, Missouri, hereinafter referred to as the District, will accept sealed bids from financial institutions for bank depository services until **2:00 p.m., April 16, 2018**. Bids are to be prepared at no cost to the District and will remain the district's property. **Bids must be delivered sealed and marked, "Bank Depository Services Bid" in the lower left hand corner of the envelope.**

Submit proposals to:

Bane Ballou  
Director of Finance  
Raytown C-2 School District  
6608 Raytown Road  
Raytown, MO 64133

The District reserves the right to reject any and all bids, to waive any irregularities, and to accept the bid considered most advantageous to the District. Bidders must use the District's depository bid sheets, as follows, and are asked to respond to all items on said form. Clarification or questions may be addressed in writing to Bane Ballou, Director of Finance, email [bane.ballou@raytownschools.org](mailto:bane.ballou@raytownschools.org). If you would like an electronic bid sheet, please request by email.

### Procedures & Criteria

- a. Once submitted to the District in sealed form, bids cannot be altered. By submitting a proposal, the depository is agreeing to be bound by all of the specifications herein. Proposal terms will be valid for 90 days after the closing date of the RFP.
- b. Bidders must submit:
  - Depository Bid Sheets
  - Depository Contract and Pledge Agreement
  - Enclosed map noting bank locations that will accept deposits in our district
  - References of three school districts or governmental agencies for which your banking institution currently acts as principal depository
  - E-Verify—Employment verification of unauthorized aliens prohibited—federal work authorization program, requirements per 285.530, RSMo
  - Description of security over online banking, in general, and specifically relating to the District's accounts
  - Any other information that the depository deems would benefit the District in evaluating the bid.
  - An **original** and **one** copy of the bid should be submitted to the District.

Please include in your proposal any products and services that are not specifically addressed in this RFP, but which are necessary to provide functional capabilities. This document of bid notice and specification becomes part of the depository contract.

- c. Depository shall submit a **Certified Copy of the Resolution Authorizing Execution of the Written Collateralization Agreement** to the Raytown C-2 School District no later than 60 days following acceptance of Depository agreement.
- d. The District **may** choose to question or interview any, all or none of the bidders to obtain an accurate understanding of each bid. The District reserves the right to negotiate with one or more bidders. The

contents of the Request for Proposal and the successful bidder's proposal will become an integral part of the agreement, but may be modified during negotiations.

- e. A certified check in the amount of \$2,500 payable to the Raytown C-2 School District will be submitted by each banking institution participating in the bidding process as required by 165.221, RSMo. The check will be returned to any unsuccessful bidder immediately upon action by the Board, and will be returned to the successful bidder upon verification of pledged securities by law. If successful bidder fails to execute the contract, District will keep the \$2,500 as liquidated damages.
- f. District prefers a location within district boundaries at which deposits are to be dropped off. It is the preference of the District that deposits are processed at the local branch. If the bank wishes to transfer deposit bags to a central site for processing, any costs to the District for this service must be included in the proposal.
- g. The District will select the lowest or best proposal. The District reserves the right to design the evaluation criteria to be used in selecting the best proposal including, but not limited to:
  - Financial strength of the proposing institution
  - Experience and expertise of the personnel to be assigned to the District's account
  - Accuracy and professionalism with which the bidder responded to the RFP
  - Software capabilities/Technological services/Training
  - Security features/systems utilized by the financial institution
  - Prior experience either directly or with similar size/type of accounts
  - Fee structure (service charges, minimum balance requirement, interest rates)
  - Location within district boundaries
  - Additional services and support not specifically mentioned in the RFP but recommended and offered by the bidder

## **General Conditions**

- a. The minimum length of the depository agreement shall be for one (1) year, with an option exercisable by the District to renew at the same terms for up to four (4) additional years. The effective date of the service would begin July 1, 2018, and could be renewed for the period through June 30, 2023, based upon satisfactory annual review.
- b. It will be the responsibility of the depository to adhere to all state and federal laws applicable to public school districts, including the furnishing of securities. Funds deposited must be 100% secured at all times with acceptable collateral as required by law. Acceptable collateral to secure deposits are the same as those for the state funds on deposit and can be viewed at <https://treasurer.mo.gov/link/time.pdf>
- c. The District's operating funds, as designated by the District, shall be included in the depository agreement. This agreement is not exclusive. The District reserves the right to invest surplus funds with other financial institutions, as it deems prudent.
- d. The District, at some future date, could be forced into a situation whereby funds would be needed for current operations. The depository may be requested to grant short-term loans against anticipated tax revenues (RSMo.165.131).
- e. The bank agrees and understands that no account shall be opened or maintained by the bank in the name of the District or utilizing the District's tax identification number except those specifically named and authorized in the contract or by the Associate Superintendent of Operations in writing.
- f. Any subsequent accounts opened by the District during the term of the contract will receive the same pricing as those accounts initially opened under the contract.
- g. It is understood that if the successful depository is not the present depository, then in that event, the present depository will continue to serve as depository until the District has had sufficient time to make an orderly transfer of funds to the newly designated depository.

## **Banking Services**

- a. Maintain proper records with cut-off at the end of each month for separate checking accounts required by the District which may include, but is not limited to:
  1. General Operating Account-- includes general deposits and transactions.
- b. By the first working day of each month, provide the monthly demand deposit statement by account followed by a listing of checks cleared in check number order and a check image on CD by the 7<sup>th</sup> of the

- month. Deposit document (or image) must also be included, and each deposit must appear on the bank statement first by date deposited then in amount order.
- c. Provide monthly account analysis showing volume counts, fees charged, and total price for servicing the account.
  - d. Provide interest on account balances at a fixed or variable rate.
  - e. Serve as depository for federal and state withholding deposits/support electronic payments.
  - f. Provide positive pay and check reconciliation for checks by the 7<sup>th</sup> of each month.
  - g. Provide cleared check file and cleared deposit file to download into District accounting software by the 7<sup>th</sup> of each month.
  - h. Provide on-line banking services (internal transfers, wire transfers, ACH, stop payments, balance lookup, detail deposit lookup, etc.)
  - i. Permit and facilitate wire transfers, both verbal and on-line, with secondary authorization required. Wires may be same day or future dated up to 30 days. Destinations may be preset or added as needed.
  - j. Permit and facilitate debit/credit ACH transactions. ACH filters are required.
  - k. Provide direct deposit of payroll including ACH reversal/deletions.
  - l. Forward NSF items to the District's check collection agency.
  - m. Acceptance of coin deposits in bulk (coin counting, coin/bill wrappers)
  - n. After hours depository
  - o. Furnish large night depository bags (approximately 100 bags with 1 key each and a master key).
  - p. Furnish depository bags –non locking, zippered
  - q. Furnish deposit slips – printed, 3-part
  - r. Furnish cashiers checks
  - s. Provide endorsement stamp(s) for each depositing location
  - t. Provide the District a report of securities pledged at the end of each month
  - u. Time of day for same deposit is to be 5:00 pm
  - v. Deposits are to be accepted at any branch of the depository.
  - w. Obtain permission from district official to change deposits by \$5.00 or more.
  - x. Furnish two large safe deposit boxes.
  - y. Provide Purchasing Card for district administrators and Board of Education members and other district personnel as approved by the Board of Education or their designee (Associate Superintendent of Operations).
  - z. Provide system to accept payment (merchant services) via Credit/Debit Card.

### **District Financial Information**

The District's current financial records are available for examination by interested bidders during the regular business hours at the Administration Building, 6608 Raytown Road, Raytown, Missouri.

- a. Raytown C-2 School District serves more than 9,000 students in 20 schools and employs slightly over 1,400 people.
- b. District's 2017-2018 operating budget is projected to be in excess of \$107 million. This does not include Debt Service and Capital Projects expenditures.
- c. The District receives state aid payments monthly of approximately \$4 million. Major local revenue is received in mid-December through February; this is estimated to be approximately \$37 million for the 2017-2018 school year. Estimated operating revenues total \$105 million.
- d. Direct deposit is required of all employees. However, there are occasionally payroll checks issued for separation of employment situations. The District pay dates are typically the 10<sup>th</sup> and 25<sup>th</sup> of each month (approximately 850 on 10<sup>th</sup> and 1400 on 25<sup>th</sup>) as established by Board of Education.
- e. Accounts payable is paid weekly via checks (approximately 300–500), ACH (approximately 30-60), and VPA (approximately 100-120 invoices for approximately 30 vendors).
- f. The District operates school Food Service operations in 19 locations which require daily deposit and cash services.

**DEPOSITORY OF FUNDS (*Depository Bid Sheet for Current School Year*)**

Name of Depository: \_\_\_\_\_

Submitted By (Signature/Title): \_\_\_\_\_

**Security of Funds**

What type and amount of securities will the depository provide as collateral?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Accounts**

Rates should be designated as a percentage of the federal funds rate.

<u>Account Information</u>	<u>Interest Rate</u> <i>(How Determined)</i>	<u>Compounded</u> <i>(How Often)</i>	<u>Annual</u> <i>(See Example A on Page 7)</i>
Interest Bearing Checking			
Investment Savings/Funds Management			
Repurchase Sweep Account			

**Short-Term Loans**

Rate should be designated as a percentage of prime rate.

Rate Charged to District: \_\_\_\_\_

Annual Cost to District: \_\_\_\_\_  
*(See Example B on Page 7)*

**School Treasurer**

Will depository provide a treasurer and assistant treasurer for the district?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, at what cost to the district per year? \_\_\_\_\_

**Services**

Will depository agree to provide the following services to the district?

Service	Y/N	Monthly Fee (if any)
1. Offer demand deposit account		
2. Offer zero balance account		
3. Offer controlled disbursement account		
4. Offer repurchase sweep account		
5. Serve as depository for federal and state withholding deposits		
6. Render a statement by first of month		
7. Allow stop payment orders		
8. Prepare full account reconciliation on a monthly basis by the 7 <sup>th</sup> of each month		
9. Furnish necessary cash and coin deposit bags		
10. Furnish night deposit bags/accept overnight deposits		
11. Accept coin deposits in bulk		
12. Furnish two (2) large safe deposit boxes		
13. Furnish printed deposit books		
14. Provide without cost: <ul style="list-style-type: none"> <li>• Ledger credits</li> <li>• Deposited items</li> <li>• Ledger debits</li> <li>• Controlled disbursement debits</li> </ul>		
15. Provide on-line balance services (internal transfers, stop payments, balance lookup, detail deposit lookup, etc.)		
16. Furnish cashier's checks		
17. Permit and facilitate wire transfers		
18. Permit and facilitate debit/credit ACH transactions		
19. Provide direct deposit of payroll		
20. Provide merchant services		
21. Provide payroll cards		
22. Other services (list as addendum)		

**Service Charges**

Will depository agree to waive all service charges to district? \_\_\_\_\_ Yes \_\_\_\_\_ No

If no, please list any service charges that depository will not waive, if not listed in the *Service* section above, and indicate a fee for each.

i.e. The district has significant funds in the general account but fails to transfer from general account to payroll account in a timely manner, will the depository agree to waive the service fee associated with the bank moving money from general to payroll account to assure processing of payroll transactions?

If yes, please list required compensating balances, if not listed in the *Service* section above.

**Examples for Clarification**

Example A

- For comparison purposes, assume that the district will maintain a balance of \$100,000 in the interest bearing checking account(s) in your depository for a period of one (1) year. Using the bank's average effective federal funds rate as of \_\_\_\_\_ (date), and by applying your agreed to percentage of that rate, please compute the total amount of interest that the district would earn in the account for that one-year period.

Example B

- For comparison purposes, assume that the district wished to borrow \$100,000 from your depository for a period of one (1) year. Using the prime rate as of \_\_\_\_\_ (date), and by applying your agreed to percentage of that rate, please compute the total amount of interest that the district would be required to pay for that one year period.

## **DEPOSITORY OF FUNDS (*Depository Contract and Pledge Agreement*)**

This *Depository Contract and Pledge Agreement* is made and entered this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between the Raytown C-2 School District (hereinafter "District") and \_\_\_\_\_ Bank, a corporation, of \_\_\_\_\_, Missouri (hereinafter Depository").

Whereas, the District and Depository intend to secure the deposit of District monies by pledging collateral securities and perfecting a security interest in and creating a lien upon same contemplated and permitted by state law; and

Whereas, the parties desire to incorporate the District's Bid Notice and Specifications and Bid Depository Sheet and Depository's response to same into a comprehensive depository *Contract and Pledge Agreement*;

Now therefore, the District and Depository hereby agree as follows:

The District will from time to time deposit monies with Depository and demand deposit, time deposit or such other deposit as may require the pledge of collateral securities.

Depository agrees to safely keep the demand deposits made hereunder, to promptly collect all checks, drafts and other instruments of exchange deposited with it under this *Depository Contract and Pledge Agreement* ("Contract and Pledge Agreement"), and to pay out of the accounts of the District such sums as the District may draw by check, Automatic Clearing House (ACH) or wire transfer, against the balances of said accounts and free of any expense to the District.

Depository will safely keep the time deposits or other deposits made hereunder and pay out the deposits or any part thereof when the deposits or any of them are subject to withdrawal by the terms thereof.

Depository will pay to the District interest on monies deposited with Depository for the period during which Depository holds a deposit or deposits. The rate or rates of interest to be paid by Depository shall be determined by the rate or rates in effect at the time of each deposit, as posed by the Depository, or based upon the applicable rates stated by the Depository in its bid applicable to such deposits, if higher. It is understood and agreed that rates may change from time to time and that District shall be notified of any such rate changes in the same manner as notification is given to other depositors of Depository for the type of deposit affected by such change except as may be provided otherwise in the Depository's bid to the District.

To secure the safekeeping of the monies deposited under this *Contract and Pledge Agreement*, Depository will deposit securities of the kind and character specified in Chapters 110 and 165, RSMo., as amended ("Securities"), in an amount which shall be at least equal in market value to 100 percent of the aggregate amount on deposit with Depository hereunder less the amount thereof, if any, which is insured by the Federal Deposit Insurance Corporation (FDIC), or any successor federal government agency or entity established by law to insure deposits. The Securities shall be delivered to, receipted for and retained by another bank or trust company or other safe depositories at the expense of Depository. Depository does hereby grant, bargain, convey and pledge security interest in and lien upon any and all securities deposited with the District's custodian in accordance with the terms of the contract and pledge agreement. In every pledge and transfer of Securities hereunder, Depository shall take all steps necessary to affect a "transfer" under § 400.8-313, RSMo., as amended, or where applicable under any federal regulation governing transfers of securities. In addition to the rights and remedies given to the District hereunder, the District shall have all the rights and remedies of a secured party under Chapter 400, RSMo., as amended.

The District may from time to time, and upon reasonable prior notice to Depository, inspect the Securities or book entry receipts for the Securities or request an accounting of Securities to determine that they are kept and maintained as required by this Contract and Pledge Agreement. The necessary expenses incident to the deposit and inspection of the Securities shall be paid by Depository. If, at any time, or for any reason, the District determines that the Securities do not satisfactorily secure the deposits made or to be made hereunder, the District may require that additional or substitute Securities be given and Depository shall furnish such additional or substitute Securities as are satisfactory to the District, as appropriate.

Depository may withdraw any of the Securities to the extent that the market value of the deposited Securities exceeds the amount required under this Contract and Pledge Agreement, and may withdraw Securities upon delivery of Securities in substitution for those withdrawn, provided that such substituted Securities shall have a market value equal to or greater than those withdrawn.



Depository shall render statements or reports to the District showing the daily balance, account activity or other information regarding the accounts of the District at all times and in every manner specified in the District's Bid Notice and Specifications and Bid Depository Sheet and Depository's response to same.

Depository agrees to perform and comply with the terms and conditions of the District's Bid Notice and Specifications and Bid Depository Sheet and Depository's response to same, all of which are incorporated herein by this reference. In the event Depository defaults in any manner in performing any of the terms and conditions of the Contract and Pledge Agreement, including the District's Bid Notice and Specifications and Bid Depository Sheet and Depository's response to same, or if Depository fails to safely keep the moneys deposited with it, the District shall be authorized forthwith, without notice, advertisement or demand and at public or private sale, to convert into money the Securities deposited by Depository or as many of them as may be necessary to pay the whole amount of the moneys deposited with Depository, with an accounting made to the Depository or its successor in interest. The District may purchase any or all of the Securities sold at any such sale.

If at any time during which there are District funds on deposit under this Contract and Pledge Agreement, Depository comes under investigation (other than the ordinary review of financial institutions), management or control of the FDIC or any other federal government entity authorized by law to implement the provisions of the Financial Institutions Reform Recovery Act (FIRREA) or any similar or successor federal law, Depository shall so notify the District and shall further notify the FDIC or other appropriate federal agency or entity of the existence and terms of this *Contract and Pledge Agreement*.

Depository or any successor, assignee or transferee in whole or part of Depository's interests under this *Contract and Pledge Agreement* agrees to be bound exclusively by the terms of the *Contract and Pledge Agreement* and Missouri statutory law, and further agrees that the terms of the Contract and Pledge Agreement shall not be pre-empted by federal law without advance written notice to the District detailing the specific provisions of the *Contract and Pledge Agreement* which may be subject to pre-emption and the specific provisions of federal law which purport to authorize supervening.

Depository shall not transfer, by assignment, subcontract or otherwise, any interest or duty in the *Contract and Pledge Agreement*, including the services or responsibilities described in the District's Bid Notice and Specifications and Bid Depository Sheet and Depository's response to same, without the prior written consent of the District.

Notwithstanding anything to the contrary herein, Depository may use the facilities and service of its affiliates, or contractors to assist Depository in performing the obligations described in the *Contract and Pledge Agreement*. Upon request, a list of all affiliates or contractors to be used by Depository shall be provided to the District.

Depository must maintain the capability to access or reconstruct necessary data files in the event of destruction or software default, and to operate on substitute equipment or software within three (3) business days if rendered inoperative.

Depository must maintain complete confidentiality of all records relating to services performed under this *Contract and Pledge Agreement*, including the District's Bid Notice and Specifications and Bid Depository Sheet and Depository's response to same, in accordance with state and federal laws, rules and regulations.

This *Contract and Pledge Agreement* shall commence on July 1, 2018, and remain in force and effect for a period of one year. The District shall have the option to renew this Agreement on the same terms for up to four (4) additional one-year terms. In the event the District exercises each of its renewal options, this Agreement will automatically terminate on June 30, 2023. Each party reserves the right to terminate this *Contract and Pledge Agreement* at any time by giving 120 days written notice to the other party of its intention to do so. The parties may terminate this Agreement at any time regardless of notice by mutual agreement. The individuals executing this *Contract and Pledge Agreement* on behalf of the parties hereto represent that they have proper corporate authority to enter into the transactions evidenced hereby.

No right or remedy conferred upon or reserved by any part thereunder shall be exclusive of any other right or remedy which may be available to any party. The failure of any party to insist upon the strict performance of any term or condition of the *Contract and Pledge Agreement* or the failure of any party to enforce any right or remedy available to it under this Contract and Pledge Agreement shall not be construed as a waiver of any such term, condition, right or remedy in the future, such terms and conditions, rights and remedies to remain in full force and effect as if no such forbearance has occurred.

Depository agrees to maintain a copy of this *Contract and Pledge Agreement* in its official files during any period that it serves as Depository for the District.

There is attached hereto and incorporated herein a certified copy of the minutes of the Board of Directors of Depository authorizing the execution and delivery of the *Contract and Pledge Agreement* by the officers of Depository, whose names are affixed on behalf of Depository.

In witness whereof, the parties have executed this *Contract and Pledge Agreement* in duplicate and affixed their seals as of the date first noted above.

( DISTRICT SEAL )

District: \_\_\_\_\_

By (President): \_\_\_\_\_

By (Treasurer): \_\_\_\_\_

Attest: \_\_\_\_\_

( DEPOSITORY SEAL )

Depository: \_\_\_\_\_

By/Title: \_\_\_\_\_

Attest: \_\_\_\_\_