

NELSON COUNTY BOARD OF EDUCATION

REQUEST FOR PROPOSAL

Please be advised that the Nelson County Board of Education is receiving proposals for the following:

Primary Depository Banking Services

Copies of the specifications and conditions are enclosed herewith.

Proposals shall be submitted to the District at the following address on or before 1:00 pm EST on April 9, 2019. Proposals must be clearly marked “**PROPOSAL FOR BANKING SERVICES**”. Proposals received after that time will not be accepted nor considered and will be returned unopened.

Nelson County Board of Education
Attn: Amy S. Owens
288 Wildcat Drive
Bardstown, KY 40004

Proposals will be publicly opened at 1:00 pm EST on April 9, 2019 at:

Nelson County Board of Education
288 Wildcat Drive
Bardstown, KY 40004

Any bank wishing to submit a proposal is required to submit the attached “Official Proposal Form.” No proposal will be considered unless the Office Proposal Form has been completed, signed, and submitted.

NELSON COUNTY BOARD OF EDUCATION
PRIMARY DEPOSITORY BANKING SERVICES
SPECIFICATIONS AND CONDITIONS

1. The intent of this invitation is to receive proposals from any local financial institution (bank) to serve as a depository for the Nelson County Board of Education (Board). The initial duration of this agreement shall be from July 1, 2019 to June 30, 2021, and may include a subsequent extension of two (2) additional years. The Board will officially appoint one (1) primary depository. Secondary depositories may be used for the purpose of soliciting quotes on investment instruments and loans. A sample copy of the Bond of Depository that must be sent to the Kentucky Department of Education Division of Finance once the Board selects a banking institution is attached. By presenting a proposal, the institution is stating that they are in agreement with the conditions of the Bond of Depository and that they are willing to provide the collateral protection required by the Kentucky Department of Education, Division of Finance.
2. The Board hereby limits the banks that are acceptable for submitting a proposal to commercial banks or savings and loan associations that have an office in Bardstown, Kentucky.
3. Any bank wishing to quote is required to submit the attached "Official Proposal Form". No proposal will be considered unless the Official Proposal Form has been completed, signed, and submitted.
4. The original completed copy of this proposal is to be submitted in a sealed envelope addressed "**Proposal for Banking Services**". The proposal must be received no later than the closing time indicated above. The proposal may be hand delivered on the date of the opening, provided it is presented no later than the closing time indicated above. **NO FAX OR EMAIL SUBMITTALS WILL BE ACCEPTED.**
5. A representative of the bank may be present at the opening of proposals on the date, time, and location stated above, although this is not required. The Board reserves the right to negotiate any or all of the terms of submitted proposals from banks. A formal decision will not be made at the time of the proposal opening, but at the next regularly scheduled Board meeting.
6. The Board reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to be in its best interest.

7. All operating accounts of the Board will be deposited in the primary depository including school activities. School sites that require extended travel to reach a primary depository banking site, may be authorized to use a secondary depository for school activities. Each school activity account shall be afforded the same terms described herein and in the official Proposal Form including, but not limited to, the interest rate paid on deposits and no service charges as described herein.
8. Monthly statements of all accounts, along with cancelled checks (sorted numerically), are to be furnished to the Board by the primary depository within three (3) banking days following the close of each month. Monthly statements are to begin on the first day of the month and end on the last day of the month. Monthly statements must show the number of deposits/withdrawals and the monthly/year-to-date interest earned. Accuracy of the information contained on the bank statement is critical and the primary depository agrees to ensure the bank statement is accurate. Each month, the primary depository shall provide the Board with a listing of checks cleared. This listing shall be in the format determined by the Board, which may include a secure electronic file that can be used to automatically clear checks in the Board's accounting system. The primary depository agrees to put forth all necessary efforts to provide electronic media in the format and file layout needed by the Board.
9. The primary depository shall offer the Board electronic banking privileges that shall permit the Board to inquire about current month activity, past transactions, transfers, stop payments, etc. If the Board maintains security over its password to the online banking system, the primary depository agrees to hold harmless the Board from losses due to a security breach of the bank's online banking system. The primary depository must provide a secure electronic method to transmit the monthly payroll direct deposit file between the school district and the financial institution.
10. The primary depository is responsible for providing, at no charge to the Board or schools, individualized deposit slips for each account and cash bags.
11. A remote deposit service shall be made available at no charge to the Board.
12. All deposits and wire transfers will be credited to the Board's accounts on the day of receipt, or if received on a weekend or holiday, the first workday following receipt.
13. The primary depository shall be capable of accepting an electronic data transmission of direct deposit credits, and shall be able to transmit to the Federal Reserve, credit unions, other banking institutions, etc. The primary depository shall provide the Board with

software needed to accomplish the electronic data transmission. This software shall be compatible with the Board's software and shall permit verification of accuracy of account information.

14. The primary depository shall provide assistance to the Board in collecting bad checks by processing the checks a second time after an appropriate waiting period.
15. The primary depository shall provide assistance and cooperation with the Board's audit firm.
16. This depository agreement shall not include any charges for servicing any and all accounts of the Board or charges for any other banking service such as stop payments, cashier's checks, overdraft charges, interim bank statements, checks returned for insufficient funds, electronic transfers, wire transfers, courier service, etc.
17. The primary depository shall appoint one employee of the bank to be responsible to the Board's Treasurer for compliance with the terms of the adopted proposal and to make sure all transactions of the Board are handled promptly and efficiently. Repeated problems with the bank's handling of transactions shall be factored into decisions about extensions of this proposal agreement.
18. In the event that the bank is not designated by the Board as its primary depository in the future, the bank shall continue to pay interest at the rate established by this proposal document on any funds remaining in any accounts at that financial institution until all outstanding checks have cleared the bank. In addition, the primary depository agrees to assist the Board in its transition to a new depository, should the need arise. The primary depository agrees to furnish the Board with such information concerning the activity of all accounts as may be needed to take future proposals for the Board's banking needs.
19. Federal excise taxes or Kentucky sales and use taxes are not applicable to any purchase made for the use of the Board. Proposals should not include any such taxes. Purchase exemption certificates will be furnished as required.
20. K45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS TO EMPLOYEES OF THE BOARD IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER DIRECT OR INDIRECT.

KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF LAWS
RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES DESIGNED TO
SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.