

**BOURBON COUNTY BOARD OF EDUCATION**  
**3343 Lexington Road**  
**Paris, Kentucky 40361**

**Invitation to Quote**

Service: Primary Depository

Closing Time of Proposals: Wednesday, March 10, 2021, 2:00 P.M, EST

Location: Bourbon County Board of Education (Central Office)

**General Conditions and Specifications**

1. Information pertaining to any item or condition in this invitation may be obtained by communicating with Andrea A. Kiser, Finance Officer, at (859) 987-2180 ext. 1124.
2. This request is being considered as a “price quote” rather than a bid since it is for professional services.
3. The intent of this invitation is to receive quotes from local financial institutions to serve as the primary depository for the Bourbon County Board of Education for the fiscal year beginning July 1, 2021 and ending June 30, 2022 with the option of the Board of Education to renew the agreement up to three (3) additional fiscal years. The Board of Education reserves the right to solicit quotes from secondary depositories for investment instruments.
4. Only commercial banks located and having an office in Paris, Bourbon County, Kentucky shall be considered.
5. All banks wishing to quote are required to submit a proposal on the attached quote forms. **Additional information pertinent to the services or financial offerings of the organization may be included.**
6. An authorized officer or member of the quoting organization must sign the proposal form.
7. The authorized representative of the banking institution selected will be contacted within ten working days from the proposal due date. Attendance at the opening is NOT mandatory.
8. The proposal is to be delivered to the Board of Education Central Office prior to closing time in a sealed envelope, properly addressed and clearly designating Primary Depository Quote.
9. All proposals shall be effective from the date of opening for a period of sixty days (60).
10. The Board of Education 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 its interest and to award by item or combination of items.
11. Monthly statements of all accounts, along with canceled checks (sorted numerically) are to be furnished to the Board of Education within three (3) banking days following the close of each calendar month. Monthly statements must include the number of deposits and withdrawals, itemized list of canceled checks by check number, itemized list of deposits by date, incoming wire transfers including source, monthly and year-to-date interest, rate of interest earnings, average daily balance.

12. The primary depository shall furnish a monthly electronic file of each monthly bank statement within three (3) working days in a file format that can be imported into the Board of Education's financial system (MUNIS).
13. The primary depository shall offer the Board electronic banking privileges that shall, at a minimum, permit the Board to inquire about past transactions. 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.
14. All operating accounts of the Board of Education will be deposited in the official depository including activity accounts of the individual schools. Each of the Board of Education's five (5) schools will maintain separate accounts in addition to the Board of Education primary account.
15. The official depository shall pledge securities of the United States Government having a fair market value at least equal to 103% of the balance of these accounts.
16. Checks, deposit tickets, safe deposit box, etc. shall be furnished to the Board of Education free of charge. Checks must be furnished in a format compatible with the Board of Education's check writing systems. The depository may choose to reimburse the Board of Education for the purchase of checks in lieu of providing the checks. Approximately 25,000 checks per year are required.
17. The depository contract will include no service charges for servicing any and all accounts of the Board of Education or any other banking service including stop payments, cashier's checks, overdraft charges, interim bank statements, checks returned for insufficient funds, electronic transfers, credit card fees, etc.
18. The Board of Education reserves the right to use any or all investment vehicles offered by the financial institution, which is deemed to be the most advantageous to the Board of Education.
19. The official depository selected must be able to accept direct deposit credits via electronic data transmission (ACH format) at no charge to the Board of Education. Depository shall not require submission of direct deposit data more than two business days prior to the Board of Education payroll date. Depository shall provide immediate acknowledgement of receipt of each direct deposit file submitted by the Board of Education.
20. KRS 45A.455 prohibits conflicts of interest, gratuities or kickbacks to employees of the Board of Education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect.
21. Depository will provide one (1) credit card (VISA or MasterCard) with a credit limit up to \$ 15,000. The depository shall not charge any credit card fees including annual service fees or late payment fees.

**BOURBON COUNTY PUBLIC SCHOOLS  
3343 Lexington Road  
Paris, Kentucky 40361**

**OFFICIAL QUOTE FORM  
For  
PRIMARY DEPOSITORY**

I. Deposits

A. Demand Deposits

In accordance with Item 17 of the General Conditions and Specifications, we agree to service all accounts of the Board of Education without charge provided a minimum balance of \$ \_\_\_\_\_ be maintained in the primary account.

B. Time Deposits

We agree to pay interest on all accounts maintained by the Board of Education based on the following:

Federal Funds Daily Rate

Plus (+) \_\_\_\_\_ basis points

Minus (--) \_\_\_\_\_ basis points

(Note: Complete only one line above)

**The bank guarantees the rate will not fall below \_\_\_\_\_% at any time.**

Interest shall compound monthly.

Donations to school organizations:

Past Donations	Future Pledges

II. Location of Offices

List locations of each branch office located in Bourbon County:

Name of Branch	Street Address

### III. Collected Funds

All deposits will be posted and interest will be applied to all Board of Education deposits completed by 2:00 P.M daily. Deposits after 2:00 P.M. will be credited the following business day.

### IV. Collateral

#### A. Execution of Bond of Depository and Collateral

Bond of Depository for Public School Funds will be executed by the primary depository and collateral deposited to secure said bond as hereafter set out. The Bond of Depository form includes a pledge of collateral in the amount of the bond of depository. A specimen of the Bond of Depository form will be required to be executed by the primary depository and is attached as exhibits on pages A, B and C.

In the event the amount of Board of Education funds on deposit, including certificates of deposit, exceed the Bond of Depository amount, the primary depository shall pledge additional collateral for any such excess funds on deposit with a fair market value equal to 103% of the excess amount.

The penal sum for the Bourbon County Board of Education shall be at least equal to either of the methods below:

- 1) The penal sum of the depository bond shall be at least equal to 103 percent of the current daily balances in each account as they may fluctuate throughout the life of the bond; or
- 2) The penal sum of the depository bond shall be at least equal to the highest daily balance in each account each month for all accounts in the previous year and that amount is \$11,662,182.18.

The penal sum of the depository bond shall be adjusted to reflect expected increases or decreases in the highest daily balances due to anticipated changes of deposit amounts in the current year.

The Bond of Depository should cover Board of Education of Bourbon County funds in the amount effective July 1, 2021 for the full term of this contract, subject to State Department of Education approval. Bond of Depository forms will be provided to the depositor awarded the contract.

\_\_\_\_\_Method for Bond of Depository (1 or 2)

#### B. Type of Collateral

Only the following securities and obligations may be accepted as collateral (KRS 41.240).

- (a) Bonds, notes, letters of credit, or other obligations of or issued or guaranteed by the United States, or those for which the credit of the United States is pledged for the payment of the principal and interest thereof, and any bonds, notes, debentures, letters of credit, or any other obligations issued or guaranteed by any federal governmental agency or instrumentality, presently or in the future established by an Act of Congress, as amended or supplemented from time to time, including, without limitation, the United States government corporations listed in KRS 66.480(1)(c);

- (b) Obligations of the Commonwealth of Kentucky including revenue bonds issued by its statutory authorities, commissions, or agencies;
- (c) Revenue bonds issued by educational institutions of the Commonwealth of Kentucky as authorized by KRS 162.340 to 162.380;
- (d) Obligations of any city of the first, second, and third classes of the Commonwealth of Kentucky, or any county, for the payment of principal and interest on which the full faith and credit of the issuing body is pledged;
- (e) School improvement bonds issued in accordance with the authority granted under KRS 162.080 to 162.100;
- (f) School building revenue bonds issued in accordance with the authority granted under KRS 162.120 to 162.300, provided that the issuance of such bonds is approved by the Kentucky Board of Education; and
- (g) Surety bonds issued by sureties rated in one (1) of the three (3) highest categories by a nationally recognized rating agency.

The State Treasurer shall accept letters of credit issued by federal home loan banks as collateral under this section.

The collateral represents the total amount required to cover all board funds, school activity funds, investments, and construction funds.

At no time shall the collateral be reduced or substituted without notice and reasons for the reduction and prior approval of the Board of Education. The Bourbon County Board of Education will not permit a reduction of the collateral of the bond without execution of a new bond with prior approval of the Commissioner of Education.

C. Safekeeping receipt(s)

The primary depository will execute a safekeeping receipt for collateral which will include an endorsement as follows (the form of the endorsement on the safekeeping receipt may be amended so as to modify the endorsement in any manner required by the rules and regulation of the Federal Reserve Banks providing that the collateral pledged for safekeeping in connection with the bond depository is deposited in a federal reserve bank):

"The securities described herein have been pledged as collateral to funds on deposit in (City), \_\_\_\_\_(County), Kentucky to the credit of the Bourbon Board of Education of Bourbon County, Paris, Kentucky under terms of a depository agreement. **These securities may not be withdrawn or substituted except with the written consent of the Bourbon County Board of Education.** The **original** of this receipt has been delivered to the Board of Education of Bourbon County, Paris, Kentucky."

V. Length of Contract

The quotations and undertakings offered herein will be valid for the fiscal year beginning July 1, 2021 and ending June 30, 2022, and at the option of the Board of Education, and with the primary depository's consent may be extended for three (3) additional one (1) year periods.

VI. Designated Employee

\_\_\_\_\_ shall be the employee of our firm who will be responsible for compliance with the terms of the Bonds of Depository contract.

VII. Type of Financial Institution

We have read and understand the General Conditions and Specification for Board of Education accounts and agree to comply with all said stipulations should we be selected as your official primary depository. Our firm is a Commercial Bank and is a member of the Federal Deposit Insurance Corporation, and as such, we propose to accept and hold in SECURED CUSTODY funds belonging to the Board of Education of Bourbon County, and to pay out any funds on order of the Board of Education provided by law. We hereby offer our quote to the Board of Education Bourbon County under terms and conditions as specified above.

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_