



OFFICE OF THE PURCHASING DIRECTOR  
1443 N. ROBBERSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON  
PRESIDING COMMISSIONER

RUSTY MACLACHLAN  
COMMISSIONER, 1<sup>ST</sup> DISTRICT

JOHN C. RUSSELL  
COMMISSIONER, 2<sup>ND</sup> DISTRICT

## **REQUEST FOR PROPOSAL**

### **1.0 Title/Signature Page**

**RFP NO:** 25-11095

**TITLE:** Depository and Banking Services

**ISSUE DATE:** 5/20/2025

**CONTACT:** Shelly Williamson

**PHONE:** 4174-868-4013

**E-MAIL:** swilliamson@greencountymo.gov

**RETURN RFP NO LATER THAN:** June 10, 2025 at 2:00 P.M. (Central Standard Time). Proposal Responses will be opened and names of proposal responders will be read aloud at this time. Late proposal responses will not be considered.

**RETURN RFP TO:** GREENE COUNTY PURCHASING DEPARTMENT  
1443 NORTH ROBBERSON, SUITE 1000  
SPRINGFIELD, MISSOURI 65802

**SUBMITTAL INSTRUCTIONS:** Print the **RFP Number** and **Opening Date** on the outside of the package and return the pages identified in the RFP Submission Checklist (listed on page 4 of this RFP document) with your Proposal Response. Proposal Responses must be received at the Purchasing Department by the opening date and time. No RFPs transmitted by fax machine or e-mail will be accepted.

**CUTOFF FOR QUESTIONS:** The cutoff for any questions pertaining to this RFP is May 27, 2025 at 10:00 A.M.

**RFP OPENING:** Proposals will be opened by the Buyer listed above. Only the names of proposal responders will be read aloud publicly at the specified solicitation opening date, location, and time. All Offerors of their representatives are invited to participate. To participate via teleconference, dial (417) 799-1555 from an off campus or cell phone. From a county phone please dial 1555. The meeting number is 4003 and the access code is 453751.

**CONTRACT TERM:** This contract shall be awarded for a two (2) year term, with one automatic two (2) year renewal term, unless one or both of the parties provides written notification 120 days prior to renewal.

The undersigned certifies that they have the authority to bind the Proposal Responder in a contract to supply the commodity or service in accordance with all terms and conditions described herein. The Proposal Responder agrees that the language of this Request for Proposal shall govern in the event of a conflict with the Proposal Response. The Proposal Responder further agrees that a binding contract shall exist between the Proposal Responder and the County of Greene, State of Missouri upon receipt of an Agreement for Contract Services, which has been certified by the Greene County Auditor.

**SIGNATURE REQUIRED**

_____	_____
Business Name	Authorized Signature
_____	_____
Street Address	Printed Name
_____	_____
City, State, Zip Code	Title
_____	_____
Phone Number	Date
_____	_____
Federal Tax ID Number	E-Mail Address

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### 3.0 Proposal Response Submission Checklist

To be considered complete and responsive, Proposal Responder shall complete, execute, and submit the following:

- Page 1 – Title/Signature Page
- Form No. 1: Provider Profile
- Form No. 2: List of References and Experience
- Form No. 3: Capability
- Form No. 4: Additional Services
- Form No. 5: Interest Rates and Fees
- Diverse Vendor Identification
- Affidavit of Compliance
- Additional Agreement(s)/Contracts (if applicable)
- Executed Addenda (if applicable)

If awarded, the following shall be provided prior to the issuance of a contract:

- W-9 Form – provide on most current IRS form found at: <https://www.irs.gov/forms-pubs/about-form-w-9>
- Certificate of Insurance (COI) as specified in Section 19.0. COI shall be issued in same legal entity name as reflected on the respondent's W-9.
- Work Authorization Affidavit
- E-Verify Signature Page
- Affidavit of Compliance with Section 34.600 RSMo., et. Seq.
- Depository Agreement

Out-of-state Service Providers (transient employers) must also submit:

- Notice of Registration (from MO Dept. of Revenue)

#### 4.0 Introduction and General Information

1. **Purpose:** This document constitutes a Request for Proposal from qualified firms or persons to provide: Depository and Banking Services. This contract shall be awarded for a two (2) year term, with one automatic two (2) year renewal term, unless one or both of the parties provides written notification 120 days prior to renewal.
2. **Instructions to Proposal Responders:** Submit all questions to the Greene County Purchasing Department, in writing. No oral interpretations shall be made to any Proposal Responder by the County. Responses will be provided via written addenda. Receipt of an addendum to the RFP by a proposal responder must be acknowledged and submitted with Proposal Response prior to the opening time and date.
3. **Submitting A Proposal Response:** Proposal Responses must be signed by a person authorized to legally bind the Proposal Responder in a contract, and returned with all required RFP documents identified in the Proposal Response Checklist to the Purchasing Department prior to the opening date and time which appears on the front page of the Request for Proposal.

The RFP number and title must appear on the face of the sealed container. The County shall not be responsible for proposal responses which are lost or misdirected due to improper labeling of container.

4. **Legal Name and Signature:** Proposals shall clearly indicate the legal name, address, e-mail address, and telephone number of the Offeror (company, firm, corporation, partnership, or individual). The Offerors' legal company name must be identified as the SAME on their submitted W-9 and Certificate of Insurance (COI). Proposals may be manually, electronically, or digitally signed above the printed name and title of the signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted proposal. Failure to properly sign the TITLE-SIGNATURE PAGE shall invalidate same, and it shall not be considered for award.
5. **Request for Proposal Opening:** A public opening shall take place on the date, location, and time specified on the Title-Signature Page. Only the names of the Offerors who submitted proposals will be read aloud via teleconference. All Offerors or their representatives are invited to participate. To participate, dial (605) 313-5650, then enter access code 651222. All other information shall remain confidential during the evaluation process. After a fully executed contract is in place, the Offeror may request a debriefing, and proposal files may be examined during normal working hours by appointment.
6. **Buyer is Point of Contact:** Unauthorized contact with County personnel other than the Buyer listed for this project during the RFP and/or evaluation phase may result in disqualification of the proposal response.
7. **Clarification of Requirements:** Proposal Responders shall carefully examine the Request for Proposal document. Questions concerning discrepancies or ambiguities in scope of work, specifications, instructions, and/or requirements of this document must be submitted to the Purchasing Department in writing. The Purchasing Department shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. Receipt of an addendum to an RFP by an Offeror must be acknowledged by signing and returning the addendum with your proposal response prior to the opening time and date.

Failure of proposal responder to request clarification of terms, conditions, specifications and requirements herein will not waive the responsibility of the respondent to provide goods and/or services in accordance with the intent of this document. Signing this document shall be considered to denote thorough comprehension of the intent of the document.

It is the responsibility of each proposal responder to check the County website for solicitation postings and addenda. The County is not responsible and accepts no liability in the event a supplier is not sent a solicitation or addenda. The County is not responsible for and accepts no liability in the event a response is late due to network, internet, or any other technical problem or interruption.

8. **Addenda:** No modification of, or addition to specifications or provisions contained in this document shall be made or construed to have been made unless such modification is incorporated in a written addendum to the RFP.

9. **Responsive and Responsible Offeror:** To be considered a responsive Offeror, the Offeror shall submit a proposal that meets the minimum requirements set forth in the Request for Proposal. To be a responsible Offeror, the Offeror shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that will ensure good faith performance.

The County reserves the right to make such investigations as it deems necessary to determine the Offeror's responsiveness and responsibility. Such information may include but should not be limited to current financial statements, verification of availability of equipment and personnel, past performance records, debarment and suspension status by any government agency, and any additional documentation as deemed necessary by the County.

10. **Selection Process:** The proposals will be evaluated by a Selection Committee comprised of selected County personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the shortlist of respondents selected for interview.

**STEP ONE – EVALUATION OF RESPONSIVE PROPOSALS:**

1. Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Section 8.0, Proposal Ranking Score Sheet.
2. The Proposal Ranking Score Sheet for the evaluation of the proposals is included in Section 8.0 of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.
3. The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest-ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is no need to interview, the County may negotiate the specific terms of the contract including cost without engaging in an interview process.
4. The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

**STEP TWO – SHORTLIST INTERVIEWS:**

5. The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top-rated proposals that may be selected for interviews (shortlist) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top-ranking firm if the County determines interviews are necessary.
6. The Interview Ranking Score Sheet for the evaluation of interviews is included as Section 9.0 of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.
7. The Project Manager checks reference(s) once a shortlist is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.
8. Upon selection of the top-rated firm, the County may negotiate the specific terms of the contract including cost.

**STEP THREE – BEST AND FINAL OFFER (BAFO):** The County reserves the right to conduct pre-award discussions, interviews, pre-contract negotiations, and if necessary, a best and final offer (BAFO) with any or all responsive and responsible Offerors who submit proposals determined to be reasonably acceptable of being selected for award. The County reserves the right to award a contract to a firm solely based on their initial proposal submitted without any further interview, discussion, or negotiations.

9. **Interviews:** The County reserves the right to conduct personal interviews or require presentations of any or all Offerors prior to selection. The County will not be liable for any costs incurred by the Offeror in connection with such interviews/presentations (i.e., travel, accommodation, etc.).
10. **Negotiations:** The County reserves the right to enter negotiations with the highest-ranking firm. If negotiations with the highest-ranking firm fail, the County may enter negotiations with the second highest-ranking firm and so on until a contract is executed or if all negotiations fail a new solicitation may be warranted.
11. **Criteria for Award:** The Evaluation Committee will evaluate proposals and a recommendation will be made to the Buyer. Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the Offeror who is most responsive to the herein described needs of the County. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:
  1. 30 points for Capability of Bank to provide services required (FORM 3).
  2. 25 points for Financial Stability (FORM 3)
  3. 20 points for Net Revenue (FORM 5)
  4. 20 points for Customer Satisfaction & References (FORM 2)
  5. 5 points for Potential Future Value-Added additional services and capabilities of the Bank above and beyond what is required. (FORM 4)
12. **Evaluation Criteria Definitions:** (The following definitions are from Merriam-Webster.com/dictionary)
  1. Acceptable: Capable or worthy of being accepted.
  2. Marginal: Close to the lower limit of qualification, acceptability, or function, barely exceeding the minimum requirements.
  3. Unacceptable: Not acceptable.
13. **Awards:**
  1. Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices as part of the proposal. However, such discounts are encouraged to motivate prompt payment.
  2. The award will be made based upon Evaluation Committee recommendation after the proposals have been scored based upon award criteria specified herein.
  3. Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all the materials, equipment, supplies, or services described therein shall constitute a contract between the Offeror and the County; and shall bind the Offeror to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.
  4. The County reserves the right to (1) make awards to multiple Offerors; (2) to reject any and all proposals or waive any minor irregularity or technicality in any proposals received; and (3) to disregard all non-conforming or conditional proposals or counter proposals and determine an award that is deemed to be in the best interest of the County.
14. **Contract Renewal Option:** This contract shall be awarded for a two (2) year term, with one automatic two (2) year renewal term, unless one or both of the parties provides written notification 120 days prior to renewal.

Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the County to establish allowable renewal term pricing.

If the Service Provider requests an increase in compensation for any renewal period, the Service Provider shall notify the Purchasing Director no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the County of increased costs incurred by the Service Provider for any element of the contract for which an increase is requested.

15. **Pricing:** All pricing identified in the pricing page shall be in effect for the contractual term.
16. **Right to Protest:** Appeals and remedies are provided for in the Greene County Purchasing Policy Manual. Protestors shall seek resolution of their complaints with the Purchasing Director. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
17. **Out of State Service Providers:** Per RSMO Sections 285.230–285.233, Greene County requires out-of-state Service Providers (transient employers) who do business in Greene County, Missouri to register with the Department of Revenue by submitting a Transient Employer Tax Registration Application (Form 2643T). This form can be located at <http://dor.mo.gov/forms/>. The transient employer must provide a “financial assurance instrument,” such as a cash bond, surety bond, CD, or irrevocable letter of credit issued by a state or federal institution. In addition, the Service Provider must provide a Missouri Certificate of Authority number issued by the Secretary of State’s Office and certify to the Department of Revenue that it has sufficient workers’ compensation insurance.

If hiring a Missouri resident, the Service Provider also must provide a Missouri Employment Security Account number issued by the Missouri Department of Labor & Industrial Relations. Once all registration requirements are met, the Department of Revenue will issue a Notice of Registration to the Service Provider.

Greene County may require a copy of the Notice of Registration or exemption letter prior to executing a contract with an out-of-state Service Provider. If you have questions about Missouri’s transient employer law, please contact the Missouri Department of Revenue at (573) 751-3958.

18. **Business Compliance:** The proposal responder must be in compliance with the laws regarding conducting business in the State of Missouri. The proposal responder certifies by signing the Title/Signature page of this original document and any amendment signature page(s) that the proposal responder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The proposal responder shall provide documentation of compliance upon request by Greene County. The compliance to conduct business in the state shall include but not be limited to:
  - Registration of business name (if applicable)
  - Certificate of authority to transact business/certificate of good standing (if applicable)
  - Taxes (e.g., city/County/state/federal)
  - State and local certifications (e.g., professions/occupations/activities)
  - License and permits (e.g., city/County license, sales permits)
  - Certificate of Insurance (as specified per the solicitation)



## 5.0 Description of Project and Services Required

### 1. **Description of Project/Services:**

Greene County is seeking proposals from qualified financial institutions to provide Depository and Banking Services. This contract shall be awarded for a two (2) year term, with one automatic two (2) year renewal term, unless one or both of the parties provides written notification 120 days prior to renewal.

- a. Description of Operations or Background: Greene County is currently using UMB Bank for Depository and Banking Services. UMB Bank has been on contract in the current capacity since 1987. The contract with UMB Bank has zero renewals remaining which is why this Request for Proposals has been issued.

### 2. **Scope of Services:**

- a. Reference Depository Agreement for banking requirements.
- b. Proposals utilizing daily sweeps of excess funds into FDIC insured accounts (e.g. ICS), will not be considered if sweep does not occur same day. County will not permit an account structure that allows funds to be unsecured overnight.
- c. For historic checking account balances, Annual Service Volume, and illustration of Consolidated Daily Account Balances, refer to Tables in Section 5.

3. **Additional Agreements:** If applicable, any additional agreement(s)/contract(s) proposed by the Offeror shall be included with the Offeror's proposal as an attachment and may become exhibits of an ensuing County contract.

### 4. **Tentative Timeline:**

- a. **Tentative Timeline for the Request for Proposal (RFP) Process:** The tentative timeline listed below is the County's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule, but it may change due to different circumstances.

Post RFP Notification	May 20, 2025
Question Cutoff date	May 27, 2025 at 10:00 A.M., CST
Receive Proposals	June 10, 2025 at 2:00 P.M., CST

- b. **Tentative Timeline for the Project:** The County desires a contract to be established by July 2, 2025 or as soon thereafter as possible.

5. **Tables**

**Greene County Estimated Annual Service Volumes**

*Note: Estimates only - no guarantee of volumes for past or future years*

<b>Service</b>	<b>Annual Estimated Volume</b>
Positive pay items (checks) processed	11,000
Payroll ACH direct deposits (PPD) including H.S.A accounts	55,000
Outgoing ACH (CCD) Debits	698
Incoming ACH Credits	5,838
Domestic outgoing wire transfers (only for emergencies)	1
Domestic incoming wire transfers	50
Money Orders (or Cashier's Checks)	400
Remote deposit items	25,727
Deposits at local branch	512
Items (checks) deposited at local branch	2,975
Currency deposit at local branch (per \$100)	7,000
Stop pay items (void checks)	80
Manual on-line acct. to acct. transfers	36
Change orders (multiple items per order)	12
Return deposit items (Checks & ACH)	250
Number of checking accounts utilized County wide	12
Users of online banking services with varying levels of access	16
Image Cash letters (ICL) - batches (2 month tax season only)	75
Image Cash letters (ICL) - item count (tax season only)	40,000
Number of securities in safekeeping at main depository	44
Number of securities in safekeeping at other institutions	132
Total par value of brokered securities (all institutions)	\$105 Million
Integrated Payables, files sent approximately one per week	52
Integrated Payables, payments made (card/ACH/check)	1,000
Integrated Payables, invoices paid/remittances	2,500

**Greene County's Historic Checking Account Balances**

*Combined checking account balances requiring collateralization.*

*Please note large fluctuations and annual cycles.*

*Pledges must be made prior to deposits.*

*Daily deposits have exceeded \$40 million in the past.*

*Historic balances are indicators, but not guarantees of future balances*

<b>Year: 2024</b>			
<b>Month</b>	<b>High</b>	<b>Low</b>	<b>Average</b>
January	347,286,168.96	88,934,348.08	207,276,647.01
February	102,546,611.10	46,763,873.87	72,869,186.74
March	39,127,543.38	28,178,595.89	33,539,284.98
April	38,200,506.72	25,666,294.67	31,877,183.19
May	35,534,540.69	23,157,807.23	29,179,498.27
June	32,285,269.46	20,306,645.04	28,682,666.45
July	33,504,040.47	22,162,073.29	30,156,459.80
August	37,926,944.19	22,753,942.05	31,338,908.94
September	32,732,579.16	22,985,524.11	28,062,625.95
October	30,890,798.57	19,734,262.56	24,311,099.54
November	38,861,369.76	17,136,955.44	31,529,670.05
December	299,806,426.66	36,346,510.77	175,535,252.70
<b>Overall - 2024</b>	<b>347,286,168.96</b>	<b>17,136,955.44</b>	<b>60,363,206.97</b>

**Greene County, Missouri**  
**Consolidated Daily Account Balances**  
**Tax Season, 2024 - 2025**

*Provided to illustrate daily fluctuations in balances & collateral needed*

<b>Date</b>	<b>Daily Volume</b>	<b>Balance</b>
12/05/24		53,697,974.74
12/06/24	24,253,856.85	77,951,831.59
12/07/24	-	77,951,831.59
12/08/24	-	77,951,831.59
12/09/24	5,999,337.19	83,951,168.78
12/10/24	11,588,043.61	95,539,212.39
12/11/24	<b>77,898,129.23</b>	173,437,341.62
12/12/24	8,435,840.40	181,873,182.02
12/13/24	3,548,377.32	185,421,559.34
12/14/24	-	185,421,559.34
12/15/24	-	185,421,559.34
12/16/24	13,172,480.35	198,594,039.69
12/17/24	(11,935,840.38)	186,658,199.31
12/18/24	9,024,889.52	195,683,088.83
12/19/24	14,023,075.09	209,706,163.92
12/20/24	16,777,007.17	226,483,171.09
12/21/24	-	226,483,171.09
12/22/24	-	226,483,171.09
12/23/24	14,186,143.01	240,669,314.10
12/24/24	13,862,793.89	254,532,107.99
12/25/24	-	254,532,107.99
12/26/24	9,303,776.81	263,835,884.80
12/27/24	10,940,944.09	274,776,828.89
12/28/24	-	274,776,828.89
12/29/24	-	274,776,828.89
12/30/24	11,405,254.90	286,182,083.79
12/31/24	13,624,342.87	299,806,426.66
01/01/25	-	299,806,426.66
01/02/25	21,669,064.91	321,475,491.57
01/03/25	16,949,889.33	338,425,380.90
01/04/25	-	338,425,380.90
01/05/25	-	338,425,380.90
01/06/25	11,642,473.60	350,067,854.50
01/07/25	7,150,405.65	357,218,260.15
01/08/25	20,374,948.52	377,593,208.67
01/09/25	1,612,177.95	379,205,386.62
01/10/25	(2,163,002.39)	377,042,384.23
01/11/25	-	377,042,384.23
01/12/25	-	377,042,384.23
01/13/25	(743,100.47)	376,299,283.76
01/14/25	567,753.99	376,867,037.75
01/15/25	1,386,861.78	378,253,899.53
01/16/25	1,262,765.86	<b>379,516,665.39</b>
01/17/25	<b>(285,333,360.88)</b>	94,183,304.51

## 6.0 EXHIBIT 1: DEPOSITORY AGREEMENT

**THIS DEPOSITORY AGREEMENT** made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the County of Greene, State of Missouri, a political subdivision consisting of a County of the first classification (hereinafter referred to as "County") and \_\_\_\_\_ (hereinafter referred to as the "Bank"), and hereby states:

### WITNESSETH:

**WHEREAS**, in compliance with the provisions of Chapter 110 RSMO, County, on \_\_\_\_\_, 2025 selected and designated the Bank as the official depository to receive the funds of said County from the \_\_\_ day of \_\_\_\_\_, 2025, through the \_\_\_ day of \_\_\_\_\_, 2027, and the Bank has accepted said designation and agreed to act as said depository. The parties agree that this contract shall be automatically extended for the period \_\_\_\_\_, 2027 through \_\_\_\_\_, 2029 unless one or both of the parties provides written notification not later than \_\_\_\_\_, 2027 that the contract will not be extended. The Bank shall notify the Greene County Treasurer, the Greene County Collector, the Greene County Clerk, and the Greene County Commission in writing and County will provide written notification to the Bank through the officer assigned pursuant to item 4.2 of this **Depository Agreement**.

**NOW THEREFORE**, it is hereby agreed by and between County and the Bank that the following terms and conditions shall apply:

1. The terms of this Depository Agreement are governed by the proposal submitted by the Bank on \_\_\_\_\_, 2025, and said proposal is incorporated into this Depository Agreement as **Exhibit 1**. Any and all charges and services shall be according to the proposal submitted and under the terms and conditions outlined below. Costs for services not detailed in **Exhibit 1** or new services not detailed within the terms of this Depository Agreement or the attached proposal shall be separately negotiated.

### SECTION 1. ACCOUNTS

- 1.1. This depository will serve as clearinghouse for accounts through which all deposits will be made and all checks drawn.
- 1.2. Bank must provide a total of 12 full-service checking accounts – see details below.
  - 1.2.1. Two (2) accounts, (one (1) for The County of Greene, Missouri Treasurer, "Treasurer;" and one (1) for The County of Greene, Missouri Collector, "Collector") shall be the main demand deposit accounts where deposits are made but no checks are drawn. Paper debit blocks must be activated for these accounts. ACH debits and credits are processed on these accounts. They must utilize ACH positive pay. One must have capability to receive ICL (Image Cash Letter) deposits. Incoming and outgoing domestic wire transfers are also processed through these accounts. These accounts must be capable of account-to-account transfers.
  - 1.2.2. Six (6) accounts shall be zero (-0-) balance checking accounts (ZBAs), upon which checks will be drawn and money must be automatically swept on a daily basis from one of the main demand deposit accounts (described above) as checks are presented for clearing. Payee Positive Pay must be available on all of these accounts. One (1) of these accounts will also be clearing for direct deposit payroll processing (bi-weekly for approximately 1,200 employees). One of these accounts is utilized for integrated payables clearing and will clear checks, monthly credit card bill, and ACH transactions.
  - 1.2.3. Four (4) additional accounts are regular checking accounts. Multiple types of deposits will be made and account to account transfers will be conducted. One of these accounts will also be a ZBA with the transfers needed automatic daily.
  - 1.2.4. The costs for all current and future accounts shall be based on the Proposed Cost Schedule provided with your proposal response (see attached Form No. 5). The County shall have the right to add, remove, or change the designation of any account throughout the course of this agreement, and Bank will charge fees monthly according to the Proposed Cost Schedule for the configuration of the accounts as determined by County.

## **SECTION 2. INTEREST AND INVESTMENTS**

- 2.1 Bank will maintain all accounts as interest bearing accounts, except ZBAs, and any accounts designated by the Treasurer as non-interest-bearing accounts pursuant to law.
- 2.2 The interest rate proposed and bid by Bank shall be paid on closing ledger balances, and credited to accounts monthly.
- 2.3 Bank shall be able to provide full investment broker and safekeeping services for purchase and sale of investment securities directly from Greene County Treasurer's main DDA account. Broker must maintain a copy of Greene County's Investment Policy and only offer investment options allowed therein, and that comply with Missouri State Statutes.
- 2.4 NOTE: The Greene County Treasurer maintains the right to invest additional funds outside of this Depository Agreement. See RSMO 110.270

## **SECTION 3. COLLATERALIZATION**

Bank depository shall pledge collateral at market value to secure all deposits at a minimum of 100% of the total (less any FDIC insured amount) as required by Missouri law in RSMO Sections 110.020, 110.010, 30.270, and the Financial Institutions Reform, Recovery, & Enforcement Act (FIRREA).

- 3.1 All security so pledged shall be held by the Federal Reserve Bank that will provide notice of daily changes, receipts of pledges and monthly statements of pledged securities including par value and market value of each security held.
- 3.2 Collateral and securities shall be released by the Federal Reserve Bank only when authorized by the Greene County Treasurer's Office. Verification of substituted collateral shall be provided prior to release of items being substituted.
- 3.3 County reserves the right to reject or request replacement of any security pledged.
- 3.4 A listing of acceptable securities under Missouri law is included in this proposal as **Exhibit 2**.
- 3.5 Additional collateral shall be available to County at a negotiated rate, see RSMO 110.250.
- 3.6 A FIRREA pledge agreement must be maintained with the County.
- 3.7 It shall be the County's responsibility to notify Bank in advance of large deposits so collateral can be pledged same day. Bank must have monitoring systems in place to daily compare market value of collateral pledged with total deposits of all accounts. This system should include alerting the County Treasurer within 24 hours if pledged collateral becomes inadequate.

## **SECTION 4. ACCOUNT SERVICES**

- 4.1 Deposits (including remote) can be made and shall be considered same day business until at least 5pm.
- 4.2 Bank shall designate and maintain one officer as account representative for communication.
- 4.3 County shall provide its own checks.
- 4.4 To enable County to comply with mandated document retention schedules, Bank shall provide County with images of cleared checks from all accounts. This may be a securely downloadable file or a CD-ROM (or other electronic media accepted by County). Software necessary to view and print any item shall be included. Alternatively, Bank can house a searchable five-year archive of said images online for customer.
- 4.5 Funds availability schedules shall provide for the following:

- 4.5.1 At a minimum, County is to be given credit as collected funds for all items cleared through Bank on the same day as deposit.
- 4.5.2 Items deposited that clear at institutions within the same Federal Reserve region shall be considered collected within one business day at a maximum.
- 4.5.3 Incoming wire transfers shall be credited as collected on the day received regardless of the time of receipt during the day.
- 4.6 County Treasurer shall be the contact and working person by and between Bank depository and the Treasurer's accounts. County Collector shall be the contact and working person by and between Bank depository and the Collector's accounts.
- 4.7 Service charges, if applicable, on all current and future accounts shall be totaled and billed monthly by account according to fee schedule provided with response to this RFP. Statements of itemized charges must be made available.

## **SECTION 5. REMOTE DEPOSIT SERVICES**

- 5.1 Bank must provide remote depositing services including online portal and software.
- 5.2 Bank must allow County to make remote deposits using four scanners in three different offices from two different buildings. Approximately half of the 16 online bank users will be authorized to make these deposits.
- 5.3 County currently uses Digital Check scanners, models TS230 and TS240. Bank must be able to integrate with the current equipment the County has invested in, or will furnish similar equipment that is compatible with their system.

## **SECTION 6. ONLINE BANKING SERVICES**

- 6.1 The Bank shall provide secure, interactive, user-friendly online banking services including but not limited to the following items.
  - 6.1.1 Payee positive pay management for checks issued with automatic e-mail alerts for suspect items.
  - 6.1.2 Issued check status inquiry with cleared check image available.
  - 6.1.3 Check stop pay management.
  - 6.1.4 Full reconciliation reports on all positive pay checking accounts.
  - 6.1.5 Ability to download monthly data file of all checks cleared for uploading and automatic clearing in our accounting system.
  - 6.1.6 Initiation of ACH debits and credits (individual and batch data file uploads) with dual approval security. Must be capable to set up templates for recurring payments.
  - 6.1.7 Customer management of ACH positive pay (AKA ACH debit filters) with automatic email alert system to multiple users regarding exception items.
  - 6.1.8 Internal account to account transfers.
  - 6.1.9 Ability to deposit via Image Cash Letters (ICL) created through Jaguar.
  - 6.1.10 Account inquiry, statement viewing, and customized reporting to include prior day statements, ACH detail, and returned item detail.

6.1.11 System must be capable of supporting security for multiple users with varying levels of access.

## **SECTION 7. OTHER SERVICE**

- 7.1 Bank shall provide coin & currency orders as needed, in person at closest branch.
- 7.2 Bank shall provide money orders or cashier's checks.
- 7.3 Special handling of return deposit items will be as follows:  
  
Checks are to be automatically presented a second time for clearing. Returned items are to be debited against account and returned within two days. Additionally, e-mail alerts (for a second failed attempt to debit) and electronic access to returned items are required same day.
- 7.4 Bank must be capable of integrating with current 3<sup>rd</sup> party vendor for integrated payables, Paymode-X.
- 7.5 Some County offices utilize P-cards, and credit card acceptance. These services are negotiated separately, and are beyond the scope of this contract.
- 7.6 The County offers Health Savings Accounts (HSAs) to its employees. The administration of this service is not currently done through our main depository, and is negotiated separately by Human Resources.
- 7.7 The County utilizes courier services for some deposits. Those services are negotiated separately and are beyond the scope of this contract.

## **SECTION 8. MINIMUM REQUIREMENTS**

- 8.1 Bank must remain a banking corporation incorporated under the laws of the State of Missouri or the United States.
- 8.2 The depository shall maintain regular business hours and full branch services within Springfield, MO city limits.

**IN WITNESS WHEREOF**, this Depository Agreement and the incorporated attached Exhibits have been executed in the name of Greene County, Missouri, by the Presiding Commissioner of the County Commission, the duly authorized pursuant to Commission Order Number \_\_\_\_\_ 2025, and in the name of the Bank by the officer duly authorized by the Board of Directors, all as of the day and year herein first above written.

Greene County Commission

\_\_\_\_\_  
Bob Dixon, Presiding Commissioner

\_\_\_\_\_  
Rusty MacLachlan, Commissioner 1<sup>st</sup> District

\_\_\_\_\_  
John C. Russell, Commissioner 2<sup>nd</sup> District

ATTEST:

\_\_\_\_\_  
Shane Schoeller, County Clerk

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of the same.

\_\_\_\_\_  
Cindy Stein, Greene County Auditor

Attest:

\_\_\_\_\_  
Justin Hill, Greene County Treasurer

\_\_\_\_\_  
Allen Icet, Greene County Collector

Approved As to Form:

\_\_\_\_\_  
Austin Fax, County Counselor

(Bank Seal)

\_\_\_\_\_  
Depository

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Cashier or Secretary



## 7.0 EXHIBIT 2: Listing of Acceptable Securities

*Items acceptable by Greene County, Missouri to be pledged as collateral by Bank*

*(NOTE: ITEMS NOT APPLICABLE TO GREENE COUNTY HAVE BEEN OMITTED WHERE INDICATED FROM THE STATUTE BELOW)*

Missouri Revised Statutes

Chapter 30

State Treasurer

### **Section 30.270**

August 28, 2018

#### **Security for safekeeping of state funds.**

30.270. Security for safekeeping of state funds. — 1. For the security of the moneys deposited by the state treasurer pursuant to the provisions of this chapter, the state treasurer shall, from time to time, submit a list of acceptable securities to be approved by the governor and state auditor if satisfactory to them, and the state treasurer shall require of the selected and approved banks or financial institutions as security for the safekeeping and payment of deposits, securities from the list provided for in this section, which list shall include only securities of the following kind and character, unless it is determined by the state treasurer that the use of such securities as collateral may place state public funds at undue risk:

- (1) Bonds or other obligations of the United States;
- (2) Bonds or other obligations of the state of Missouri including revenue bonds issued by state agencies or by state authorities created by legislative enactment;
- (3) Bonds or other obligations of any city in this state having a population of not less than two thousand;
- (4) Bonds or other obligations of any county in this state;
- (5) Approved registered bonds or other obligations of any school district, including certificates of participation and leasehold revenue bonds, situated in this state;
- (6) Approved registered bonds or other obligations of any special road district in this state;
- (7) State bonds or other obligations of any state;
- (8) Notes, bonds, debentures or other similar obligations issued by the farm credit banks or agricultural credit banks or any other obligations issued pursuant to the provisions of an act of the Congress of the United States known as the Farm Credit Act of 1971, and acts amendatory thereto;
- (9) Bonds of the federal home loan banks;
- (10) Any bonds or other obligations guaranteed as to payment of principal and interest by the government of the United States or any agency or instrumentality thereof;
- (11) Bonds of any political subdivision established pursuant to the provisions of Article VI, Sections 30(a) and 30(b) of the Constitution of Missouri;
- (12) Tax anticipation notes issued by any county of the first classification;

(13) A surety bond issued by an insurance company licensed pursuant to the laws of the state of Missouri whose claims-paying ability is rated in the highest category by at least one nationally recognized statistical rating agency. The face amount of such surety bond shall be at least equal to the portion of the deposit to be secured by the surety bond;

(14) An irrevocable standby letter of credit issued by a Federal Home Loan Bank;

(15) Out-of-state municipal bonds, including certificates of participation and leasehold revenue bonds, provided such bonds are rated in one of the four highest rating categories by at least one nationally recognized statistical rating agency;

**NOTE: SECTION (16) HAS BEEN OMITTED AS IT DOES NOT APPLY TO GREENE COUNTY**

(17) Brokered or negotiable certificates of deposit that are fully insured either by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund;

**NOTE: SECTION (18) HAS BEEN OMITTED AS IT DOES NOT APPLY TO GREENE COUNTY**

2. Securities deposited shall be in an amount valued at market equal at least to one hundred percent of the aggregate amount on time deposit as well as on demand deposit with the particular financial institution less the amount, if any, which is insured either by the Federal Deposit Insurance Corporation or by the National Credit Union Share Insurance Fund. Furthermore, for a well-capitalized banking institution, securities authorized in this section that are:

**NOTE: PART (1) AND (2) HAVE BEEN OMITTED AS THEY DO NOT APPLY TO GREENE COUNTY**

(3) United States Treasury securities and United States Federal Agency debentures issued by Fannie Mae, Freddie Mac, the Federal Home Loan Bank, or the Federal Farm Credit Bank valued at market and deposited as collateral shall not exceed one hundred five percent of the aggregate amount of time deposits and demand deposits. All other securities, except as noted elsewhere in this section, valued at market and deposited as collateral shall not exceed one hundred fifteen percent of the aggregated amount of the time deposits and demand deposits; and

(4) Securities that are surety bonds and letters of credit authorized as collateral need only collateralize one hundred percent of the aggregate amount of time deposits and demand deposits.

3. The securities or book entry receipts shall be delivered to the state treasurer and receipted for by the state treasurer and retained by the treasurer or by financial institutions that the governor, state auditor and treasurer agree upon. The state treasurer shall from time to time inspect the securities and book entry receipts and see that they are actually held by the state treasury or by the financial institutions selected as the state depositories. The governor and the state auditor may inspect or request an accounting of the securities or book entry receipts, and if in any case, or at any time, the securities are not satisfactory security for deposits made as provided by law, they may require additional security to be given that is satisfactory to them.

4. Any securities deposited pursuant to this section may from time to time be withdrawn and other securities described in the list provided for in subsection 1 of this section may be substituted in lieu of the withdrawn securities with the consent of the treasurer; but a sufficient amount of securities to secure the deposits shall always be held by the treasury or in the selected depositories.

5. If a financial institution of deposit fails to pay a deposit, or any part thereof, pursuant to the terms of its contract with the state treasurer, the state treasurer shall forthwith convert the securities into money and disburse the same according to law.

6. Any financial institution making deposits of bonds with the state treasurer pursuant to the provisions of this chapter may cause the bonds to be endorsed or stamped as it deems proper, so as to show that they are deposited as collateral and are not transferable except upon the conditions of this chapter or upon the release by the state treasurer.

## 8.0 Proposal Ranking Score Sheet

### SCORING RANGES

	30 Point Questions	25 Point Questions	20 Point Questions	5 Point Questions
Acceptable	21 – 30	17 - 25	14 – 20	4 – 5
Marginal	10 – 20	8 - 16	7 – 13	2 – 3
Unacceptable	0 – 9	0 - 7	0 – 6	0 – 1

Evaluation Criteria	Maximum Points	Score
<p>1. <u>Capability</u> (FORMS 1 and 3) Based on Bank's capability to provide services required. County will assess Bank's responses to this RFP (Reference FORMS 1 and 3) and note exceptions, exclusions, and substitutions for services needed. Bank will receive score in accordance with County's perceptions of their ability to provided services needed.</p>	30	_____
<p>2. <u>Financial Stability</u> (FORM 3) Sum relevant to the financial wherewithal of an institution. Evaluation will be based on third-party metrics of banking performance, (organizations that measure financial stability of banking institutions will be utilized for this determination), asset size, and the Bank's ability to pledge large amounts of collateral prior to tax season deposits.</p> <ul style="list-style-type: none"> <li>• Third-party metrics of banking performance (12.5 points possible).</li> <li>• Asset size and ability to pledge large amounts of collateral (12.5 points possible).</li> </ul>	25	_____
<p>3. <u>Net Revenue</u> (FORM 5) Bank's proposed interest rate will be multiplied by County's estimated balances to determine estimated gross revenue. Estimated fees (if any) based on proposal response will be subtracted from gross revenue to estimate net revenue.</p>	20	_____
<p>4. <u>Customer Satisfaction &amp; References</u> (FORM 2) Half of this section's score is based on history of performance by the vendor, as well as ratings on customer satisfaction metrics that are preferably external and independently generated. The other half of this section's score will be based on the relativity and quality of references. Relativity of references will be determined by location, organization size and structure. In other words, references of other governmental agencies of similar size in this region will carry the most weight.</p> <ul style="list-style-type: none"> <li>• History of performance and customer satisfaction (10 points possible).</li> <li>• Relativity and quality of references (10 points possible).</li> </ul>	20	_____
<p>5. <u>Potential Future Value Added</u> (FORM 4) Evaluation of additional services and current capabilities of the Bank above and beyond what is required, that may enhance the County's services to its citizens as we grow in the future.</p>	5	_____

Ranked By: \_\_\_\_\_

TOTAL POINTS  
(100) \_\_\_\_\_

**9.0 Interview Ranking Score Sheet**

**SCORING RANGES**

	30 Point Questions	25 Point Questions	20 Point Questions	5 Point Questions
Acceptable	21 – 30	17 - 25	14 – 20	4 – 5
Marginal	10 – 20	8 - 16	7 – 13	2 – 3
Unacceptable	0 – 9	0 - 7	0 – 6	0 – 1

Evaluation Criteria	Maximum Points	Score
<p>1. <u>Capability</u> (FORMS 1 and 3) Based on Bank’s capability to provide services required. County will assess Bank’s responses to this RFP (FORMS 1 and 3) and note exceptions, exclusions, and substitutions for services needed. Bank will receive score in accordance with County’s perceptions of their ability to provided services needed.</p>	30	_____
<p>2. <u>Financial Stability</u> (FORM 3) Sum relevant to the financial wherewithal of an institution. Evaluation will be based on third-party metrics of banking performance, (organizations that measure financial stability of banking institutions will be utilized for this determination), asset size, and the Bank’s ability to pledge large amounts of collateral prior to tax season deposits.</p> <ul style="list-style-type: none"> <li>• Third-party metrics of banking performance (12.5 points possible).</li> <li>• Asset size and ability to pledge large amounts of collateral (12.5 points possible).</li> </ul>	25	_____
<p>3. <u>Net Revenue</u> (FORM 5) Bank’s proposed interest rate will be multiplied by County’s estimated balances to determine estimated gross revenue. Estimated fees (if any) based on proposal response will be subtracted from gross revenue to estimate net revenue.</p>	20	_____
<p>4. <u>Customer Satisfaction &amp; References</u> (FORM 2) Half of this section’s score is based on history of performance by the vendor, as well as ratings on customer satisfaction metrics that are preferably external and independently generated. The other half of this section’s score will be based on the relativity and quality of references. Relativity of references will be determined by location, organization size and structure. In other words, references of other governmental agencies of similar size in this region will carry the most weight.</p> <ul style="list-style-type: none"> <li>• History of performance and customer satisfaction (10 points possible).</li> <li>• Relativity and quality of references (10 points possible).</li> </ul>	20	_____
<p>5. <u>Potential Future Value Added</u> (FORM 4) Evaluation of additional services and current capabilities of the Bank above and beyond what is required, that may enhance the County’s services to its citizens as we grow in the future.</p>	5	_____

Ranked By: \_\_\_\_\_

TOTAL POINTS  
(100) \_\_\_\_\_

**10.0 FORM NO. 1: Provider Profile**

1. Bank Name and Address:

- Bank/Firm is: \_\_\_ National \_\_\_ Regional \_\_\_ Local
  
- Year Bank/Firm Established:
  
- Years of Experience providing Depository and Banking Services for governmental entities:
  
- Years of Experience providing Depository and Banking Services:
  
- Licensed to do business in the State of Missouri: \_\_\_ Yes \_\_\_ No
  
- Principal contact information: Name, title, telephone number, and email address:
  
  
- Provide location (complete address) and hours of full-service branch nearest to 940 N Boonville:

**11.0 FORM NO. 2: List of References**

Bidder shall submit as a part of the bid proposal package a minimum of three (3), but preferably four (4) customer references with the name of the organization, address, contact person, email, and telephone number. If possible, at least one reference should be from a government agency within the State of Missouri.

Name of Entity: \_\_\_\_\_

Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_

Tel No.: \_\_\_\_\_

Current Email: \_\_\_\_\_

Current Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Position: \_\_\_\_\_

Contact Position: \_\_\_\_\_

Name of Entity: \_\_\_\_\_

Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_

Tel No.: \_\_\_\_\_

Current Email: \_\_\_\_\_

Current Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Position: \_\_\_\_\_

Contact Position: \_\_\_\_\_

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Bid Submitted By

**12.0 FORM NO. 3: Capability**

Complete and return this form along with items requested in this form.

	<i>yes</i>	<i>no</i>
1		

Have you reviewed "Section 1. Accounts" of the Depository agreement, and is Bank capable of compliance with all elements?

Is Bank capable of applying paper debit blocks to certain accounts?

Does Bank have ACH positive pay where criteria can be set by user online to pre-approve ACH payments that meet specific criteria (maximum amounts, vendor, frequency)?

Does Bank have the ability now to accept deposits via ICL (image cash letters)?

Can Bank provide ZBA accounts with automatic daily sweeps from associated accounts?

Does Bank have "payee" or "vendor" positive pay that can be managed with data uploads?

Does Bank provide full reconciliation monthly reports with positive pay checking accounts?

Can positive pay exception alerts be sent via email and decisioned same day to avoid rejects?

Can Bank perform payroll direct deposit with uploaded data files?

Please describe any "no" answers above and list any other exceptions or clarifications:

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	<i>yes</i>	<i>no</i>
2		

Have you reviewed "Section 2. Interest and Investments" of the Depository agreement, and is Bank capable of compliance with all elements?

Does Bank provide investment security brokerage & safekeeping services in Missouri?

Please describe any "no" answers above and list any other exceptions or clarifications:

---



---

	yes	no
3		

Have you reviewed "Section 3. Collateralization" of the Depository agreement, and is Bank capable of compliance with all elements?

Does Bank pledge collateral for customers directly with the Federal Reserve?

Does Bank have compliance monitoring systems in place to alert customer within 24 hours if pledge is inadequate?

Can Bank pledge collateral to a Joint Custody account so that it is considered "perfected"?

Please describe any "no" answers above and list any other exceptions or clarifications:

---



---

How late on a typical business day could County request additional collateral and get it pledged same day? Is there a guaranteed cutoff time?

---

**NOTE:**

**Proposals utilizing daily sweeps of excess funds into FDIC insured accounts (e.g. ICS), will not be considered if sweep does not occur same day. County will not permit an account structure that allows funds to be unsecured overnight.**

	yes	no
4		

Have you reviewed "Section 4. Account Services" of the Depository agreement, and is Bank capable of compliance with all elements?

Have you included with your proposal Bank's funds availability policy and cutoff times?

Is Bank capable of qualifying same day ACH, and have those cutoff times been included?

Please describe any "no" answers above and list any other exceptions or clarifications:

---



---



	yes	no
5		

Have you reviewed "Section 5. Remote Deposit Services" of the Depository agreement, and is Bank capable of compliance with all elements?

Will County's "Digital Check" TS230 & TS240 scanners integrate with Bank's online portal?

If not, please explain if Bank will furnish comparable equipment and provide cost.

---

Please describe any "no" answers above and list any other exceptions or clarifications:

	yes	no
6		

Have you reviewed "Section 6. Online Banking Services" of the Depository agreement, and is Bank capable of compliance with all elements?

Does Bank provide positive pay customers with data download of monthly cleared checks?

May users set up ACH debit/credit templates and manage payments using dual approval?

Does Bank provide customer management of ACH positive pay with automatic email alerts?

Does Bank provide online access to prior day statement, ACH detail, & return item detail?

Please describe any "no" answers above and list any other exceptions or clarifications:

---

Please detail how much history (e.g., 12 months) is available online for bank statements, cleared check images, and general transactions.

	yes	no
7		

Have you reviewed "Section 7. Other Services" of the Depository agreement, and is Bank capable of compliance with all elements?

Will Bank automatically present returned deposit items a second time for clearing?

Will returned deposit items initiate automatic email alerts?


County has recently made a significant investment to integrate with Paymode-X.

Does Bank currently integrate with Paymode-X for integrated payables?

Is Bank willing to adopt County's current relationship and setup with Paymode-X?

Please describe any "no" answers above and list any other exceptions or clarifications, including alternate integrated payable solutions. Attach additional information as needed.

---



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8

The County's 1200 employees are accustomed to direct deposit payroll being credited to their account by Friday morning. When would the upload and approval of this PPD ACH need to be complete, in order to meet this timeline?

---

9

Please provide Bank's asset size:

---

10

Describe (or provide attachments documenting) Bank's dedication to and investment in the community here locally in Greene County:

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11

Please state Bank's most recent Community Reinvestment Act (CRA) Evaluation rating:

---

**13.0 FORM NO. 4: ADDITIONAL SERVICES**

1. Describe additional services your bank offers that may be of interest to the County.
  
2. Describe current capabilities of the Bank not mentioned in the requirements of this RFP, that may be of interest to the County.

**14.0 FORM NO. 5: INTEREST RATES AND FEES**

1 State the Bank's proposed interest rate to County on all deposits. Preferably, rate will be stated relative to a common index (e.g. XX% of Fed Funds Target Rate, plus XX basis points):

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2 Based on Bank's proposal/calculation above, state plainly what interest rate the County would have been earning as of March 31, 2025 under this proposal:

---

3 If Bank is willing to guaranty a minimum rate of interest, please explain below:

---

4 If proposal is a tiered rate, or if peg balances apply, please provide details below:

---

5 

yes	no

 Have you attached a schedule of proposed fees (if any)? Based on the volumes of services and account descriptions in this RFP, provide an estimated annual cost for all services.

---

6 List any additional fees or costs:

---

---

The interest rates and fees quoted above will be effective until contract execution or at least 120 days.

Bidder's Name \_\_\_\_\_

Company \_\_\_\_\_

## 15.0 Contractual Requirements

1. A contract issued to the successful proposal responder shall be governed by the United States and Missouri Uniform Commercial Code, and all laws of the State of Missouri as adopted and in force on the date of the Agreement.
2. Items and/or services are to be furnished as described in the RFP document and in strict conformity with all instructions, conditions, provisions and specifications contained in the contract. In the event of a conflict with the requirements stated in the RFP document or the Service Provider's response, the RFP document shall govern.
3. Service Provider proposes and agrees to accept, as full compensation for furnished items and/or services, the amount submitted in Service Provider's RFP response. All related costs associated with completion of the project specified shall be considered by both Service Provider and County to be included within the price submitted. The County shall not pay, nor be liable for any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, etc.
4. Inspection and final acceptance will be at destination, and will be made by an authorized representative of the County. Until delivery and final acceptance, risk of loss will be the obligation of the Seller unless loss results from negligence of the County.
5. Service Provider shall comply with all applicable state and local laws, rules, regulations, ordinances, building and safety codes. It shall be the sole responsibility of Service Provider to comply with said laws, and any deviation from said laws will subject Service Provider to the penalties set forth.
6. Issuance of contract shall be contingent upon submission by Service Provider of required insurance. Any notice of cancellation shall be given in writing to the Purchasing Director electronically or by registered or certified mail. Service Provider shall assume all responsibility for deductible amounts from such insurance and bonding, and shall indemnify and hold the County harmless there from.
7. In addition to any insurance required hereunder, Service Provider shall agree to reimburse the County for any damage done to County property which occurs during performance of the contract.
8. It is the responsibility of the Service Provider to complete the project as described herein, incorporating suitable materials, and Service Provider shall be solely responsible for the performance of workmanship and materials.
9. FINANCIAL TERMS: Payment for services will be made monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Service Provider agrees to provide supporting documentation for invoicing as requested by County.
10. Sales/Use Tax Exemption: County will provide the Service Provider with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Greene County, Missouri and the Service Provider shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Greene County and contain the project number and the contract number assigned by Greene County. It shall be the responsibility of the Service Provider to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Service Provider shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Service Provider shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo not otherwise herein specified. The Service Provider agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
11. Additions, Deletions, Changes: No one can authorize any additions, deletions, or changes to the work, before or during term of the contract, unless approved written change orders have been issued by the Purchasing Department. The County will not be responsible for any additional charges unless authorized written change order has been issued.

**16.0 Diverse Vendor Identification**

Business Name: \_\_\_\_\_  
Registered through the Missouri Secretary of State's Office: Yes \_\_\_\_\_ No \_\_\_\_\_  
If not registered through the Missouri Secretary of State, which state, if any? \_\_\_\_\_  
Date Registered (if applicable): \_\_\_\_\_  
Majority Business Owner(s) Name(s): \_\_\_\_\_

\_\_\_\_\_ (all listed will sign below)

DUNS Number (if known): \_\_\_\_\_

NAICS Code: \_\_\_\_\_

The majority business owner(s) are (check all that apply):

- Woman Owned
- Minority Owned
- Veteran Owned Do you have a service-related disability? Yes\_\_ (rating % \_\_\_\_\_) No \_\_\_\_\_

In checking the above box(es), I certify the following regarding the owner (woman, minority, veteran):

1. The owner unconditionally owns at least 51% of the business.
2. The owner has day-to-day management and leadership responsibilities for the business.
3. The owner works in the business full time as needed for the business.
4. The owner ultimately makes long-term strategic decisions for the business.
5. The owner holds any required licenses and has the ability and skills to manage a business of similar complexity.

If the business is certified by a governing body, please check the box below and answer the following information regarding the expiration date:

- WBE (Woman) Certified through the State of \_\_\_\_\_ Expiration Date \_\_\_\_\_
- MBE (Minority) Certified through the State of \_\_\_\_\_ Expiration Date \_\_\_\_\_
- Service-Disabled Veteran Certified through \_\_\_\_\_ Expiration Date \_\_\_\_\_
- DBE (Disadvantaged) through which body? \_\_\_\_\_ Expiration Date \_\_\_\_\_

If not certified through one of the above certifying agencies, I plan \_\_\_\_\_ do not plan \_\_\_\_\_ on applying for this certification. If I plan on applying, I would estimate to begin this certification process no later than this date: \_\_\_\_\_.

I certify by my signature below that the above statements are true. If I am found to have made any false statements, I realize that my business may not be eligible to business with Greene County Missouri into the future.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Sign)

\_\_\_\_\_  
Title





OFFICE OF THE PURCHASING DIRECTOR  
1443 N. ROBBERSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON  
PRESIDING COMMISSIONER

RUSTY MACLACHLAN  
COMMISSIONER, 1<sup>ST</sup> DISTRICT

JOHN C. RUSSELL  
COMMISSIONER, 2<sup>ND</sup> DISTRICT

**18.0 Sample Contract:**

Included with this RFP is a sample Agreement for Contract Services. This sample is provided for illustrative purposes only. The County reserves the right to submit a contract which differs from the following example.

Greene County  
Purchasing Department  
1443 N Robberson, Suite 1000  
Springfield, MO 65802  
PH: 417-868-4012

Service Provider  
Company Name  
Attn:  
Address  
PH:  
Email:

**AGREEMENT FOR CONTRACT SERVICES**

**THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement"), CONTRACT # \_\_\_\_\_, is made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Date of last County signature), by and between the County of Greene, ("County"), and the Service Provider identified on page one of this document "Service Provider".**

**WITNESSETH:**

**THAT WHEREAS,** Greene County desires to engage the "Service Provider" to provide **Depository and Banking Services** described in **Request for Proposal #25-11095** which is attached hereto and incorporated herein as **EXHIBIT A**; and

**WHEREAS,** the "Service Provider" submitted a proposal response and said proposal response is attached hereto and incorporated herein as **EXHIBIT B**; and

**WHEREAS,** the County desires to engage the "Service Provider" to provide such goods or perform such services.

**NOW, THEREFORE,** in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

**PART A – FUNDAMENTAL TERMS**

- Description of Services/Goods to be Provided:** Depository and Banking Services.
- Term:** The term of this Contract shall be for a two (2) year period from \_\_\_\_\_, 2025 through \_\_\_\_\_, 2027. The parties agree that this contract shall be automatically extended for the period \_\_\_\_\_, 2027 through \_\_\_\_\_, 2029 unless one or both of the parties provides written notification not later than \_\_\_\_\_, 2027 that the contract will not be extended.
- Compensation:** Any and all charges and services shall be according to the proposal submitted and under the terms and conditions outlined in the RFP. Costs for services not detailed in **Exhibit A** or new services not detailed within the terms of the Depository Agreement or the attached proposal shall be separately negotiated.



4. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.
5. **Integration:** This Agreement represents the entire understanding of County and Service Provider as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

## PART B - GENERAL PROVISIONS

1. **Services:** In compliance with all terms and conditions of this Agreement, Service Provider shall provide the goods and/or services shown in the RFP scope of work, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the RFP scope of work, the installation) of such goods, supplies, equipment or personal property.
2. **Changes and Additions to Services:** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the RFP document or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Service Provider, incorporating therein any adjustment in (i) the budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Service Provider. It is expressly understood by Service Provider that the provisions of this section shall not apply to services specifically set forth in the RFP document or reasonably contemplated therein. Service Provider hereby acknowledges that it accepts the risk that the services to be provided pursuant to the RFP specifications may be more costly or time consuming than Service Provider anticipates and that Service Provider shall not be entitled to additional compensation therefore.
3. **Standard of Performance:** Service Provider agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
4. **Performance to Satisfaction of County:** Service Provider agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Service Provider to review the quality of the work and resolve matters of concern; (ii) requiring Service Provider to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Service Provider for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
5. **Instructions from County:** In the performance of this Agreement, Service Provider shall report to and receive instructions from the County's Representative designated in the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the RFP document shall not be performed without the prior written approval of the County's Representative.
6. **Familiarity with Work:** By executing this Agreement, Service Provider warrants that Service Provider (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Service Provider warrants that Service Provider has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Service Provider discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Service Provider shall immediately inform the County of such fact and shall not proceed except at Service Provider's risk until written instructions are received from the County's Representative.
7. **Prohibition Against Subcontracting or Assignment:** Service Provider shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Service Provider of any liability hereunder without the express consent of County.

8. **Records and Reports:** Upon request by County, Service Provider shall prepare and submit to County any reports concerning Service Provider's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Service Provider related to Service Provider's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Service Provider in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Service Provider shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.

#### PART C - LEGAL RELATIONS AND RESPONSIBILITIES

1. **Compliance with Laws:** Service Provider shall keep itself fully informed of all existing and future state and federal laws [including, but not limited to: The Clean Water, Clean Air, and Copeland (Anti-kickback) and Missouri Domestic Product Procurement Acts] and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Service Provider shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Service Provider. When applicable, Service Provider shall not pay less than the Prevailing Wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri. In accordance with RSMO 34.350-34.359, also known as the Missouri Domestic Product Procurement Act (MDPPA), the Service Provider agrees to furnish all goods and materials from United States proprietors. The MDPPA applies when any purchase exceeds \$25,000 of manufactured goods or commodities that are used in a public works project.
2. **Licenses, Permits, Fees and Assessments:** Service Provider shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Service Provider shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Service Provider's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
3. **Non-Discrimination Assurance:** With regard to work under this Agreement, the Service Provider agrees as follows:
  - a. **Civil Rights Statutes:** The Service Provider shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Service Provider is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
  - b. **Nondiscrimination:** The Service Provider covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
  - c. **Solicitations for Subcontracts, including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Service Provider. These apply to all solicitations either by competitive bidding or negotiation made by the Service Provider for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Service Provider of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.
  - d. **Information and Reports:** The Service Provider shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information

required of the Service Provider in the exclusive possession of any other who fails or refuses to furnish this information, the Service Provider shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.

- e. **Sanctions for Noncompliance:** In the event the Service Provider fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
    - (i) Withholding of payments under this Agreement until the Service Provider complies; and/or
    - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
  - f. **Incorporation of Provisions:** The Service Provider shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Service Provider will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Service Provider becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the County to enter into such litigation to protect the interests of the County.
4. **Section 285.530(2) RSMo. Affidavit.** Service Provider shall comply with the provisions of Sections 285.525 through 285.550 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 the Service Provider shall provide County an acceptable notarized Affidavit stating:
- a. That Service Provider is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
  - b. That Service Provider does not knowingly employ any person who is an authorized alien in connection with the contracted services. Service Provider must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Proposal Responders regarding Sections 285.525 through 285.550, RSMo, effective January 1, 2009.
5. **Section 34.600: This section shall be known as the "Anti-Discrimination Against Israel Act**  
Pursuant to RSMo. §34.600, (Greene County Missouri) is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. **This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees.** Completion of an affidavit form provided by Greene County, Missouri which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a precedent required as a condition of award. See Attachment III.
6. **Independent Contractor:** Service Provider shall perform all services required herein as an independent Service Provider of County and shall remain at all times as to County a wholly independent Service Provider. County shall not in any way or for any purpose become or be deemed to be a partner of Service Provider in its business or otherwise, or a joint venture, or a member of any joint enterprise with Service Provider. Service Provider shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Service Provider nor any of Service Provider's employees, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Service Provider's compensation. Neither Service Provider nor any of Service Provider's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.
7. **Use of Patented Materials:** Service Provider shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Service Provider under this Agreement. Service Provider shall indemnify, defend, and hold the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

8. **Proprietary Information:** All proprietary information developed specifically for County by Service Provider in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Service Provider's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Service Provider agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Service Provider's services under this Agreement. Service Provider further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Service Provider under this Agreement shall be made to County, and that Service Provider shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
9. **Retention of Funds:** Service Provider hereby authorizes County to deduct from any amount payable to Service Provider (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Service Provider's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Service Provider's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Service Provider, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Service Provider's obligation to pay County any sums Service Provider owes County.
10. **Termination by County:** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Service Provider. Upon receipt of any notice of termination from County, Service Provider shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Service Provider shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Service Provider to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Service Provider shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement Service Provider and similar expenses, exceeds the budget.
11. **Right to Stop Work; Termination by Service Provider:** Service Provider may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Service Provider shall immediately cease all services hereunder as of the date Service Provider's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Service Provider shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Service Provider terminates this Agreement because of an error, omission, or a fault of Service Provider, or Service Provider's willful misconduct, the terms of Section 3.10 relating to County's right to take over and finish the work and Service Provider's liability therefore shall apply.
12. **Waiver:** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
13. **Legal Actions:** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Service Provider agrees to submit to the personal jurisdiction of such court.
14. **Rights and Remedies are Cumulative:** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
15. **Attorneys' Fees:** In any action by the County against the Service Provider seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Service Provider its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Service Provider, then the County shall be entitled to its reasonable attorney's fees and costs from the Service Provider.

16. **Force Majeure:** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Service Provider, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Service Provider is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Service Provider be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Service Provider's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
17. **Non-liability of County Employees:** No official, employee, agent, representative, or volunteer of County shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Service Provider or its successor, or for breach of any obligation of the terms of this Agreement.
18. **Conflicts of Interest:** No official, employee, agent, representative or volunteer of the County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State, or County law or statute. Service Provider shall not employ any such person while this Agreement is in effect.

Service Provider represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of the Service Provider's obligations and responsibilities under this Agreement. Service Provider further agrees that while this Agreement is in effect Service Provider shall not acquire or otherwise obtain any interest direct or indirect, that would interfere with or impair in any manner or degree the performance of Service Provider's obligations and responsibilities under this agreement.

#### PART E - MISCELLANEOUS PROVISIONS

1. **Construction and Amendment:** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
2. **Severability:** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
3. **Authority:** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
4. **Special Provisions:** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in this Agreement.

**SAMPLE AGREEMENT SIGNATURE PAGE – DO NOT SUBMIT WITH PROPOSAL RESPONSE. IF AWARDED, SERVICE PROVIDER SIGNATURE WILL BE REQUESTED.**

**IN WITNESS WHEREOF**, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

Greene County Commission

\_\_\_\_\_  
Bob Dixon, Presiding Commissioner

\_\_\_\_\_  
Rusty MacLachlan, Commissioner 1<sup>st</sup> District

\_\_\_\_\_  
John C. Russell, Commissioner 2<sup>nd</sup> District

ATTEST:

\_\_\_\_\_  
Shane Schoeller, County Clerk

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of the same.

\_\_\_\_\_  
Cindy Stein, Greene County Auditor

Attest:

\_\_\_\_\_  
Justin Hill, Greene County Treasurer

\_\_\_\_\_  
Allen Icet, Greene County Collector

Approved As To Form:

\_\_\_\_\_  
Austin Fax, County Counselor

(Bank Seal)

\_\_\_\_\_  
Depository

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Cashier or Secretary

## 19.0 Insurance Requirements and Indemnification

1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to the awarded contract.
2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and with companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
3. **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County of at least \$3,448,710.00 for all claims arising out of a single accident or occurrence, covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
4. **Workers Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
5. **Commercial Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of at least \$3,448,710.00 for all claims arising out of a single accident or occurrence, covering both bodily injuries, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
6. **Technology Errors & Omissions:** Shall be carried with a limit of at least One Million Dollars (\$1,000,000.00) per occurrence or glitch. Such coverage shall include content/intellectual property coverage, and security/identity theft coverage. If insurance is written on a claims-made basis, vendor must maintain continuous coverage with a retro-active date prior to the effective date of the contract.
7. **Network Security (Cyber) and Privacy Liability:** Network Security (Cyber) and Privacy Liability insurance will be carried with a limit of at least One Million Dollars (\$1,000,000.00) per occurrence and at least Two Million Dollars (\$2,000,000.00) for each claim annual aggregate.

Such insurance shall include, but not limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include loss of use, breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion,

computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Service Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

8. **Director's and Officers' (D&O) Liability Insurance** with an errors and omissions, and fraud clauses with a minimum of Five Million Dollars (\$5,000,000.00).
9. **Proof of Carriage of Insurance:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional named insureds in an amount as required in this paragraph and sufficient to cover sovereign immunity limits for Missouri public entities (\$517,306.00 per claimant and \$3,448,710.00 per occurrence for 2025) as calculated by the Missouri Department of Insurance, and published annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance.
10. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Greene from its own negligence.

In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

11. **Non-Waiver of Sovereign Immunity:**
  - a) County does not waive or intend to waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state or local law, ordinance or custom. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.
  - b) To the extent that Contractor is required to provide any insurance coverage to County or its officials, officers or employees, that coverage may not waive any immunity of any kind. **Any certificate of insurance issued to or for County should state that the insurance provided is not a waiver, and is not intended to waive, any immunity, (sovereign, official or other).** Further, Contractor's insurer(s) shall acknowledge that their coverage is not intended to, does not, and may not be construed to, waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state, or local law, ordinance or custom.

For example, the **Certificate of Insurance from a 3rd party liability insurance carrier providing a liability insurance policy procured and maintained by the Contractor, which shall name County as an additional insured, shall state in the "Additional Remarks" section: "County does not waive or intend to waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri or by any federal, state or local law, ordinance or custom. The insurance provided in this policy, which names County as an additional insured, is not a waiver, and is not intended to waive, any immunity (sovereign, official or other) of County. Contractor's Insurer(s) acknowledges this coverage is not intended to, does not, and may not be construed to, waive any sovereign immunity or official immunity provided to County or its officials, officers or employees by the Constitution of the State of Missouri by any federal, state, or local law, ordinance or custom."**



**20.0 Notice and Instructions to Proposal Responders**  
**Regarding Sections 285.525 through 285.550 RSMo, Effective January 1, 2009 and Section 292.675 RSMo,**  
**Effective August 28, 2009**

Effective January 1, 2009 and pursuant to the State of Missouri's RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMo 285.530 (2)]

RSMo 285.530 pertains to all solicitations for services over \$5,000. RSMo 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMo 285.530 applies if the services portion of the solicitation is over \$5,000.

**Required Affidavit for Contracts over \$5,000.00 (US) – Effective 1-1-2009.** Company shall comply with the provisions of Section 285.525 through 285.550 RSMo. Contract award is contingent on Company providing an acceptable notarized affidavit stating that:

1. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signature page from E-Verify program's Memo of Understanding (MOU)). See attached sample in this Section 22.0 of this RFP.

Greene County encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/how-do-i-verify-employment-eligibility-e-verify> and <https://www.e-verify.gov/faq/how-do-i-get-a-copy-of-the-memorandum-of-understanding-mou> or by calling 888-464-4218 or emailing at [E-Verify@uscis.dhs.gov](mailto:Verify@uscis.dhs.gov).

**Section 34.600: This section shall be known as the "Anti-Discrimination Against Israel Act**

Pursuant to RSMo. §34.600, (Greene County Missouri) is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. **This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees.** Completion of an affidavit form provided by Greene County, Missouri which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.



22.0 Sample E-Verify Signature Page

Responders are required to submit company E-Verify Signature Page with the proposal response  
(See example below)



Company ID Number:

Approved by:

<b>Employer</b>	
Name (Please Type or Print)	Title
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

SAMPLE



Company ID Number:

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	
Company Facility Address	
Company Alternate Address	SAMPLE
County or Parish	
Employer Identification Number North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for Number of Employees Number of Sites Verified for	

**23.0 Affidavit of Compliance with Section 34.600 R.S.MO., ET SEQ.  
FOR CONTRACTS OVER \$100,000.00**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_, State of

\_\_\_\_\_, personally appeared \_\_\_\_\_ (*Name*) who is

\_\_\_\_\_ (*Title*) of \_\_\_\_\_ (*Name of Company*)

(circle one) a corporation, partnership, sole proprietorship, limited liability company, hereinafter referred to as "Company" and after being duly sworn did depose and say:

- 1) that pursuant to RSMo. §34.600. Company is not currently engaged in, and shall not, for the duration of the contract with Greene County Missouri engage in a "boycott of the State of Israel" (as defined in RSMo. §34.600) in regards to:
  - a. Good or services from the State of Israel;
  - b. Companies doing business in, or with, the State of Israel
  - c. Companies authorized by, licensed by, or organized under the laws of the State of Israel;or,
  - d. Persons or entities doing business in the State of Israel.

The terms contained in quotations in this affidavit shall have the meanings set forth in Section §34.600.3 RSMo.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

## 24.0 Terms and Conditions

1. **PREPARATION OF PROPOSAL RESPONSE:** Proposal Responders are expected to examine the scope of work, delivery schedule, pricing format and all requirements of the Request for Proposal. Failure to do so will be at proposal responder's risk. In case of an error in extension, the unit price(s) will govern. Said Unit Price shall be utilized by the County to calculate the correct Extended Price for determining potential award.

Unless otherwise specified, Proposal Responders must use the Request for Proposal forms furnished by the County. Failure to do so shall be grounds for rejection of the proposal. Proposal Responders must indicate any exceptions to the County's requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. **Taking exception to the specifications and/or terms and conditions MAY render the Proposal Responder's proposal non-responsive and may remove it from consideration for award (depending on the noted exceptions).** All exceptions will be reviewed on a case-by-case basis and in compliance with the law and the County's procurement regulations. If no exceptions are noted, Proposal Responders must fully comply with the County requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation, you are hereby agreeing to the County's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your proposal is accepted or may render your proposal non-responsive.

All supplies and equipment offered in a proposal response must be new and of current production unless the Request for Proposal clearly specifies that used or re-conditioned supplies or equipment may be offered.

Firm prices shall be provided and include all packing, handling, and shipping charges.

Unless otherwise indicated, prices submitted shall be firm for acceptance for 120 days from proposal opening and for the specified contract period.

2. **PROPOSAL RESPONSE SUBMITTAL:** A proposal response submitted must (1) be manually, electronically, or digitally signed by the responder on the Greene County Request for Proposal Title Page, (2) contain all information required by the Request for Proposal, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to the Purchasing Department and officially clocked in no later than the exact time and date specified in the solicitation. The sealed envelope or container of the RFP submittal should clearly be marked on the outside of the container with (1) the official Request for Proposal number, and (2) the official opening date and time.
3. **MODIFICATION OR WITHDRAWAL OF PROPOSAL RESPONSE:** A proposal response may be modified or withdrawn by written notice received prior to the official opening date and time specified. A proposal response may also be withdrawn or modified in person by the responder or their authorized representative, provided proper identification is presented before the official opening date and time. Verbal phone requests to withdraw or modify a proposal will not be considered. After official opening date and time, no proposal may be modified or withdrawn.
4. **NO BIDS AND FUTURE SOLICITATIONS:** If no proposal is to be submitted, the proposal should be marked "NO BID" and returned in order to maintain the bidders name on file for future solicitations. If a bidder fails to respond to a reasonable number of bids without returning a "NO BID", the Purchasing Department reserves the right to delete the Bidder from the vendor file for future solicitations.
5. **COLLUSION:** By offering a submission to this Request for Proposal, the Offeror certifies it has not divulged, discussed, or compared the proposal with other Offerors and has not colluded with any other Offeror or parties to this RFP whatsoever.

6. **RFP OPENING:** A public opening shall take place on the date, location, and time specified on the Title-Signature Page. **Only the names of the Offerors who submitted proposals will be read aloud via teleconference. All Offerors or their representatives are invited to participate.** All other information shall remain confidential during the evaluation process. It is the Offeror's responsibility to assure that their RFP response is delivered to the address listed on the Title-Signature page of the RFP by the opening date and time. Proposals which for any reason are not so delivered will not be considered. Offers by email, telephone, or facsimile will not be considered. After a fully executed contract is in place, the Offeror may request a debriefing, and proposal files may be examined during normal working hours by appointment.

7. **AWARDS:** By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri, when all other factors are equal.

Cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

As the best interest of Greene County may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof, with one or more suppliers; to reject any and all proposal responses, or waive any minor irregularity or technicality in proposal responses received.

The award will be made based upon Evaluation Committee recommendation after the proposals have been scored based upon award criteria specified herein. All awards will be made by written notification from an authorized agent of the Greene County Purchasing Department.

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all the materials, equipment, supplies, or services described therein shall constitute a contract between the Offeror and the County; and shall bind the Offeror to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

The County reserves the right to (1) make awards to multiple Offerors; (2) to reject any and all proposals or waive any minor irregularity or technicality in any proposals received; and (3) to disregard all non-conforming or conditional proposals or counter proposals and determine an award that is deemed to be in the best interest of the County.

8. **CLARIFICATION OF REQUIREMENTS:** It is the intent and purpose of Greene County, Missouri that this Request for Proposal permits competitive bidding. It shall be the proposal responder's responsibility to advise the Purchasing Department if any language, requirements, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single source. Such notification must be submitted in writing and must be received by the Purchasing Director not later than seven (7) days prior to the closing date. A review will be made of any such notifications.

9. **Binding Contract:** If it is determined that a contract be issued via this solicitation, the contract between the County and the Service Provider shall consist of (1) the applicable contract document, (2) the Request for Proposal, and any addenda thereto and, (3) the Proposal Response, as accepted, submitted in response to the Request for Proposal.

Any agreement, contract, or purchase order resulting from the acceptance of a proposal response shall be on forms either supplied by or approved by the County. Changes, additions or modifications thereto must be in writing and signed by an authorized employee of the Purchasing Department of Greene County.

10. **Quantities:** The County shall assume no obligation for goods and/ or services provided in excess of the quantity ordered. Unauthorized quantities are subject to the County's rejection and shall be returned at the Seller's expense.

11. **Delivery:** If delivery of goods and/ or services rendered are not made within the time initially agreed upon, in writing or by verbal agreement with the written agreement taking precedent over the verbal agreement, by the two parties, the County reserves the right to cancel or to purchase goods and/or services elsewhere. Seller may be liable for re-procurement cost.
12. **Shipment:** Deliveries shall be F.O.B. destination unless otherwise specified by the County.
13. **Invoices:** An original and remittance copy of the invoice shall be submitted to the Greene County Auditor's Office, 940 N Boonville, Room 210, Springfield, MO 65802 and shall show the Greene County purchase order number and contain full descriptive information of goods and/or services furnished. Each invoice must be itemized in accordance with items listed on the purchase order. Failure to comply with these requirements will delay processing of invoices for payment. Payment for all goods and services shall be made in arrears, according to the payment terms on the terms and conditions. The County will not make any advance deposits.
14. **Inspection and Acceptance:** No goods and/ or services received by the County pursuant to the contract shall be deemed accepted until the County has had reasonable opportunity to inspect said goods and/ or services. All goods and/ or services which are discovered to be defective or which do not conform to the warranty of the Seller upon inspection or at any later time, which were not reasonably ascertainable upon the initial inspection, may be returned and/ or be credited for. Should the authorized employee of the Purchasing Department of Greene County agree, they may also be replaced with goods and/ or services of equivalent value, purpose, and functionality. Such right-to-return offer to the County arising from the County's receipt of defective goods or services shall not exclude any other legal, equitable or contractual remedies the County may have therefore.
15. **Warranty:** Seller expressly warrants that all articles, materials, work, and services covered by the contract will conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the County, and that they will be fit and sufficient for the purpose intended, merchantable, of acceptable material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods and/ or services, or by payment for them.
16. **Patents:** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent, and Seller covenants that he will, at his or her own expense, defend every suit which may be brought against the County, or those using the County's product for any alleged infringement of any patent by reason of the sale or use of such articles, and Seller agrees that he will pay all costs, damages, and profits recoverable in such suit.
17. **Bankruptcy or Insolvency:** In the event of any proceedings by or against either party, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, the County may cancel the contract or purchase order or affirm the contract or purchase order and hold Seller responsible in damages.
18. **Compliance with Applicable Laws:** Service Provider shall keep itself fully informed of all existing and future state and federal laws [including, but not limited to: the Clean Water, Clean Air, and Copeland (Anti-kickback) and Missouri Domestic Product Procurement Acts] and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Service Provider shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Service Provider. When applicable, Service Provider shall not pay less than the Prevailing Wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri. In accordance with RSMO 34.350-34.359, also known as the Missouri Domestic Product Procurement Act (MDPPA), the Service Provider agrees to furnish all goods and materials from United States proprietors. The MDPPA applies when any purchase exceeds \$25,000 of manufactured goods or commodities that are used in a public works project.
19. **Interpretation of contract and Assignments:** The contract shall be construed according to the laws of the State of Missouri. The contract or any rights, obligations, or duties hereunder may not be assigned by the Seller without the County's written consent, and any attempted assignment without such consent shall be void.
20. **Termination of contract:** The County reserves the right to terminate any contract at any time if the provisions of the contract are violated by the Service Provider or any of his or her subcontractors, in the sole judgement and discretion of the County. If the contract is so terminated, the County may purchase upon such terms and in such manner as the authorized employee of the Purchasing Department of Greene County may deem appropriate, supplies or services of equivalent value, condition, function, and purpose to those so terminated, and the Service Provider will be liable for additional costs occasioned thereby.



21. **Non-Discrimination in Employment:** In connection with the furnishing of supplies or performance of work under the contract, Service Provider agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act; and all other applicable federal, state, local laws, and ordinances; and further agrees to insert the foregoing provisions in all subcontractors awarded hereunder.
22. **Performance Bonds:** If required as condition for contract award, the amount of a performance bond will be described in the solicitation at the time of issuance. The performance bond must be issued for amount specified by a surety company, or secured with a cashier's check, certified check, cash, bank draft, or irrevocable letter of credit. No annual bid or performance bonds will be accepted unless otherwise indicated in the solicitation.
23. **Tax Exempt:** Greene County, Missouri is exempt from state sales tax under Missouri Constitutional Provisions (Mo. Tax I.D. #12531847), and is exempt from Federal Excise Tax by Title 25, U.S. Code annotated.
24. **Uniform Commercial Code:** The purchase agreement shall be governed by the Missouri Uniform Commercial Code as adopted and in force on the date of the Agreement, and both parties shall have all remedies afforded to each of them by the Missouri U.C.C. except as specifically modified within the Agreement.
25. **Trial by Jury:** THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.
26. **Missouri Domestic Products Procurement Act (34.353 RSMo)**  
Buy American
  - a) Any manufactured goods or commodities used or supplied in the performance of any county contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.
  - b) Each contract for the purchase of lease of manufactured goods or commodities by the county and each contract made by the county for construction, alteration, repair, or maintenance of any public work shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.
  - c) When proposal responses offer quality, price, conformity with specifications, terms of delivery and other conditions imposed in the specifications that are equal, the county shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.
  - d) Nothing in this section is intended to contravene any existing treaty, law, agreement or regulation of the United States. All contracts under this section shall be entered into in accordance with existing treaty, law, agreement, or regulation of the United States including all treaties entered into between foreign countries and the United States regarding exporting-import restrictions and international trade.