

Request for Proposals Memorandum

To: Prospective Bidders
From: Dr. Josh Isaacson, Superintendent
Date: 2/23/2022
Re: **Depository Services for De Soto #73 School District Funds**

De Soto #73 School District is requesting competitive proposals from banking institutions for depository Services for district funds beginning July 1, 2022 through June 30, 2027. Enclosed is a Request for Proposal (RFP), responsive Proposal will comply with all federal, state and local regulations. Information regarding the services to be provided, information which must be submitted as part of the Proposal, and related details are included in the accompanying RFP.

Proposals will be accepted no later than 9:00 a.m., Monday, April 11, 2022. No late submittals will be accepted. The Board of Education reserves the right to accept or reject any or all Proposals, to waive any irregularities, and to accept the Proposal that is in the best interest of the District. The award for the **Depository Services for De Soto #73 School District Funds** may be considered by the Board at its regular meeting in April.

Questions may be directed to **Dr. Josh Isaacson, Superintendent**, via phone at (636) 586-1000 or via email at isaacson.josh@desoto.k12.mo.us

Proposal bid packet and specifications may be obtained by accessing the District Website at www.desoto.k12.mo.us/administration/request_for_bids

Interested firms are to submit two (2) copies of their response to the RFP. Proposals shall be delivered in sealed envelopes clearly marked as indicated below.

De Soto #73 School District
Attn: Dr. Josh Isaacson
610 Vineland School Road
De Soto, MO 63020

RE: Depository Services for De Soto #73 School District Funds

Important Dates

PRE BID MEETING/SITE VISIT.....N/A
RETURN DATE and TIME..... **April 11, 2022 prior to 9 a.m.** local time
BID OPENING DATE and TIME**April 11, 2022, at 10 a.m.** at the
Central Office, 610 Vineland School Road, De Soto, MO 63020

All proposals submitted with RFP **Bid Form** must be delivered to the Superintendent Office **before 9:00 a.m. on April 11, 2022** to be considered for evaluation. Proposals received after this time may not be accepted and may be returned to the vendor unopened.

De Soto #73 School District REQUEST FOR PROPOSAL

Title: **Depository Services for De Soto #73 School District Funds**

Issue Date: 2/23/2022

Contact Person: Dr. Josh Isaacson

Phone: (636) 586-1000

Email: isaacson.josh@desoto.k12.mo.us

RETURN PROPOSAL NO LATER THAN: **April 11, 2022, at 9:00 a.m. CST**

RETURN PROPOSAL AND ADDENDA TO:

De Soto #73 School District

ATTN: Dr. Josh Isaacson

610 Vineland School Road

De Soto, MO 63020

RE: **Depository Services for De Soto #73 School District Funds**

SCOPE OF SERVICES

1. The depository will be selected to receive funds for the district for a period from July 1, 2022 to June 30, 2027.
2. The annual depository service shall conform to all Missouri State Statutes, all requirements of the Department of Elementary and Secondary Education, and District Board Policy.
3. Funds deposited **must** be fully FDIC-insured and secured as required by law.
4. District funds will be deposited in the name of the District. No funds may be withdrawn except by a legally drawn check bearing signatures of authorized personnel.
5. A requirement of the Depository receiving the school district's funds will be the availability of normal banking services including those listed below. During the 2022-23 school year, the District:
 - a. Issued approximately 11,200 checks
 - i. Approximately 6,200 accounts payable checks
 - ii. Approximately 5,000 payroll checks
 - b. Made approximately 1200 deposits
6. The district will reserve the right to invest surplus funds and securities to its advantage. Bids may include investments in certificates of deposit in other financial institutions for periods of thirty (30) days or more.
7. It will be the responsibility of the Depository to adhere to all State of Missouri Statutory provisions applicable to public school districts in addition to furnishing securities as stipulated.
8. Bank Statements for each account will be necessary on a monthly basis. Checks should be returned to the District in numerical order and a list of cleared checks should be included.
9. Interest on funds deposited will be computed on the daily balance and will be payable on the first day of each month to the treasurer of the District for credit of the District.
10. No later than the fifth day of each month, the District's depository(s) will provide to the secretary of the Board a written accounting of the interest paid by the depository on District funds.
11. District funds will be deposited in the name of the District. No funds may be withdrawn except by a legally drawn check bearing the signatures of the president and the treasurer of the Board or by wire transfers executed by a person designated by the Board to execute such transfers.
12. Registration with Missouri Secretary of State: Contract Awards are contingent upon the Company providing the District, prior to the execution of the contract, a current Annual Registration Report from the Missouri Secretary of the State's Office, showing the company is in good standing to conduct business in Missouri.

GENERAL DISTRICT INFORMATION

- The District Depository has been First State Community Bank since 2004.
- The District maintains four major funds: General, Special Revenue, Capital Projects, and Debt Service.
- The school district budget for the 2022-2023 school year is approximately \$31,942,640.00 in revenue.
- The District receives state aid payments each month. Major local revenues are received in December and January. Both major payment systems are made via wire transfer.
- Payroll checks are issued on or about the 15th day of each month to approximately 365 employees and 300 are direct-deposited.
- Accounts payable checks are issued after they have been approved by the Board of Education at the regular meeting on the third Thursday of each month. Approximately 350 accounts payable checks are issued monthly.
- The District generally issues 15+ stop payments per year.
- The District's budgeted operating expenditures for FY22 totaled \$32,527,417 for all funds (includes bond expenditures).
- The District's budgeted operating revenue for FY22 totals \$31,436,948, including \$2,100,000 of Federal awards.
- The District's assessed valuation is approximately \$183,000,000.
- The District's current tax rate is \$4.3853, including \$0.9801 for the debt service levy.
- The District's total enrollment is approximately 2,584.
- The District issues approximately 5,000 payroll checks.
- The District issues approximately 6,200 accounts payable checks each year.
- The District uses Tyler school information systems financial software.
- The modified cash basis of accounting has been and will be used for all funds and accounts.
- Budgeted revenues and expenditures are incorporated into the general ledger systems and encumbrances are recorded in the accounting records as funds are committed.
- The District maintains several bank accounts: general account, debt service account, self-insured medical account, accounts for payable and payroll accounts.

PROPOSAL EVALUATION CRITERIA

1. Each Proposal will be reviewed and rated. The areas will include, but not limited to:
 - a. Prior banking experience
 - i. Missouri public school districts depository services
 - ii. Local government depository services
 - iii. Depository services for entities of similar nature and size
 - b. Organization, size, and structure of depository and depository coverage
 - i. How well the Proposal meets the District's requirements
 - ii. Location
 - c. The Company's understanding of the work
 - i. Depository coverage
 - d. Depository Bid(s) associated
 - i. Cost of the depository services
 - ii. Products, services, prices, etc. contained in the Proposal.
 - iii. Interest rates
2. The District may conduct interviews with selected firms with its evaluation of the Proposals.
3. The contract will be awarded to the Company whose offer conforming to the RFP is determined to be most advantageous to the District, price and other factors considered. The District reserves the right to act as sole undisputed judge of what is most advantageous to the District.

Proposal Bid Form
(Please submit completed Bid Form with your proposal documents)

Name of Bidder:		
Address (Street):		
Address (City, State, Zip Code):		
Phone #:	Fax #:	Email Address:

The undersigned acknowledges the receipt of the follow Addenda:

Addendum No. _____ Date: _____ Addendum No. _____ Date: _____

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto. The De Soto #73 School District and the Board of Education would like to thank Bidders for their responses. Please complete the bid form, note any necessary modifications and submit.

 Authorized Signature

 Printed Name

 Date

Proposed Depository Bid(s) The Company shall indicate the cost for providing depository services by completing the Depository Bid(s) Form.

Part A – Proposed Depository Bid
DEPOSITORY BID FORM

Please check each service the institution will provide at no cost and costs of other services:

		<u>Volume</u>	<u>Per Item</u>	<u>No cost</u>	<u>Annual</u>
<u>SERVICES</u>			<u>Fee</u>	<u>to Dist.</u>	<u>Cost of</u>
1.	Checking Account	1	_____	_____	_____
2.	Clover Cash Accounts	1	_____	_____	_____
3.	Savings Account	5	_____	_____	_____
4.	Furnish all checks	11,200	_____	_____	_____
5.	Check sorting (numerical order)	11,200	_____	_____	_____
6.	Stop Payment Service	15	_____	_____	_____
7.	Process Tax Payments	All	_____	_____	_____
8.	Coin/Currency bags, And Coin Wrappers	All	_____	_____	_____
9.	Printed Deposit slips	700	_____	_____	_____
10.	Monthly Bank Statements (ea. Acct.)	19	_____	_____	_____
11.	Daily Statements on-line	19	_____	_____	_____
12.	Safe Deposit Box	1	_____	_____	_____
13.	Wire Transfer of Funds	1	_____	_____	_____
14.	Incoming Wire Transfer	40	_____	_____	_____
15.	FDIC Fee (\$.04/\$1,000)	All	_____	_____	_____
16.	Overdrafts	0	_____	_____	_____
17.	Return Items (Insufficient)	175	_____	_____	_____
<u>OTHER ITEMS & ASSOCIATED CHARGES</u>					
1.	Redeposit of Return Items	175	_____	_____	_____
2.	Automated Repo. Sweep	12	_____	_____	_____
3.	Inter Account Transfers	30	_____	_____	_____
4.	Checks Deposited	25,000	_____	_____	_____
5.	Safekeeping		_____	_____	_____
6.	Locked Bags for Coin and Currency	10 10	_____	_____	_____
7.	Vendor Checks for all Accounts		_____	_____	_____
8.	24-hour Night Depository		_____	_____	_____
9.	Cashier's Checks	5	_____	_____	_____
10.	Endorsement Stamps	10	_____	_____	_____
11.	CPA Confirmations	20	_____	_____	_____
12.	Mastercard/Paycard	18	_____	_____	_____
13.	Rebate % paycard program		_____	_____	_____

Total all-inclusive maximum price for the 2022-2027 Services \$ _____

Part B – Proposed Depository Bid Mastercard/Paycard

1. On a separate sheet of paper, please list any other services you may offer that may be of value to the district.
2. District is interested in P-Cards/mastercards, is this available? If so, please include a separate sheet with any and all fees associated as well as potential benefits to the district and the Rebate % from pay card/mastercard upon using points/check to District.
3. The bidder shall provide the following information:
 - a. State the rate of interest to be paid on demand deposit.
Example---
Type of Account: _____ (Super Now Account)
Minimum Deposit: _____ (if any)
Daily Balance Required: _____ (if any)
 - b. State the rate of interest guaranteed, if any, for certificates of deposit in amounts equal to or exceeding \$100,000 for thirty days or more.
Interest Rate Guaranteed: _____
 - c. State whether this banking institution would be willing to provide short-term loans against anticipated tax revenues for an interest rate not to exceed the 6% maximum permitted by Section 165.131,RSMo.

Yes _____ Guaranteed Bank rate _____
No _____ Guaranteed Bank rate _____
4. Please list the location of the Bank’s closest branches to the district. Bidders must be from the county in which the District lies or an adjoining county.
5. If the Bank and the District agree, what would be the amount of peg balance required to serve this account?
6. Does the Depository offer on-line computer access to accounts? Please describe this service and the charges that apply.
7. Is the Depository equipped to service Electronic Federal Tax Payment Systems for payroll? If so, what would the district need to do if the Depository is changed to your Bank?
8. Does the depository offer investment services? Are the individuals providing this service experienced in handling Public Funds? Is there a charge for investment transactions? Is there a charge for safekeeping of securities?
9. What is your policy on cashing payroll checks for non-customers on drafts not affiliated with your institution?

Part C-Proposed Depository Bid-2022-2023

Utilize interest amortization schedule to complete for each year

<i>Date Earned</i>	<i>Amount Daily Investment</i>	<i>Interest</i>
<i>June. 01,2023</i>	\$2,000,000	\$
<i>June.02,2023</i>	\$2,000,000	\$
<i>June.03,2023</i>	\$2,000,000	\$
<i>June.04,2023</i>	\$2,000,000	\$
<i>June.05,2023</i>	\$2,000,000	\$
<i>June.06,2023</i>	\$2,000,000	\$
<i>June.07,2023</i>	\$2,000,000	\$
<i>June.08,2023</i>	\$2,000,000	\$
<i>June.09,2023</i>	\$2,000,000	\$
<i>June.10,2023</i>	\$2,000,000	\$
<i>June.11,2023</i>	\$2,000,000	\$
<i>June.12,2023</i>	\$2,000,000	\$
<i>June.13,2023</i>	\$2,000,000	\$
<i>June.14,2023</i>	\$2,000,000	\$
<i>June.15,2023</i>	\$2,000,000	\$
<i>June.16,2023</i>	\$2,000,000	\$
<i>June.17,2023</i>	\$2,000,000	\$
<i>June.18,2023</i>	\$2,000,000	\$
<i>June.19,2023</i>	\$2,000,000	\$
<i>June.20,2023</i>	\$2,000,000	\$
<i>June.21,2023</i>	\$2,000,000	\$
<i>June.22,2023</i>	\$2,000,000	\$
<i>June.23,2023</i>	\$2,000,000	\$
<i>June.24,2023</i>	\$2,000,000	\$
<i>June.25,2023</i>	\$2,000,000	\$
<i>June.26,2023</i>	\$2,000,000	\$
<i>June.27,2023</i>	\$2,000,000	\$
<i>June.28,2023</i>	\$2,000,000	\$
<i>June.29,2023</i>	\$2,000,000	\$
<i>June30,2023</i>	\$2,000,000	\$
	\$2,000,000	\$
	Total	\$

Depository will pay to the District interest on the monies deposited at the rate of _____ percent as set forth above. The interest on District moneys will be computed upon the daily balances to the credit of the District and will be payable by the Depository on the first day of each month to the District's Treasurer for credit to the District.

Type of Investments:

(Example: Treasury Notes, etc.)

Terms of Investment

(Example: 10 Basis Points below Fed. Funds Rate)

Part C-Proposed Depository Bid-2023-2024

Utilize interest amortization schedule to complete for each year

<i>Date Earned</i>	<i>Amount Daily Investment</i>	<i>Interest</i>
<i>June. 01,2024</i>	\$2,000,000	\$
<i>June.02,2024</i>	\$2,000,000	\$
<i>June.03,2024</i>	\$2,000,000	\$
<i>June.04,2024</i>	\$2,000,000	\$
<i>June.05,2024</i>	\$2,000,000	\$
<i>June.06,2024</i>	\$2,000,000	\$
<i>June.07,2024</i>	\$2,000,000	\$
<i>June.08,2024</i>	\$2,000,000	\$
<i>June.09,2024</i>	\$2,000,000	\$
<i>June.10,2024</i>	\$2,000,000	\$
<i>June.11,2024</i>	\$2,000,000	\$
<i>June.12,2024</i>	\$2,000,000	\$
<i>June.13,2024</i>	\$2,000,000	\$
<i>June.14,2024</i>	\$2,000,000	\$
<i>June.15,2024</i>	\$2,000,000	\$
<i>June.16,2024</i>	\$2,000,000	\$
<i>June.17,2024</i>	\$2,000,000	\$
<i>June.18,2024</i>	\$2,000,000	\$
<i>June.19,2024</i>	\$2,000,000	\$
<i>June.20,2024</i>	\$2,000,000	\$
<i>June.21,2024</i>	\$2,000,000	\$
<i>June.22,2024</i>	\$2,000,000	\$
<i>June.23,2024</i>	\$2,000,000	\$
<i>June.24,2024</i>	\$2,000,000	\$
<i>June.25,2024</i>	\$2,000,000	\$
<i>June.26,2024</i>	\$2,000,000	\$
<i>June.27,2024</i>	\$2,000,000	\$
<i>June.28,2024</i>	\$2,000,000	\$
<i>June.29,2024</i>	\$2,000,000	\$
<i>June30,2024</i>	\$2,000,000	\$
	\$2,000,000	\$
	Total	\$

Depository will pay to the District interest on the monies deposited at the rate of _____ percent as set forth above. The interest on District moneys will be computed upon the daily balances to the credit of the District and will be payable by the Depository on the first day of each month to the District's Treasurer for credit to the District.

Type of Investments:

(Example: Treasury Notes, etc.)

Terms of Investment

(Example: 10 Basis Points below Fed. Funds Rate)

Part C-Proposed Depository Bid-2024-2025

Utilize interest amortization schedule to complete for each year

<i>Date Earned</i>	<i>Amount Daily Investment</i>	<i>Interest</i>
<i>June. 01,2025</i>	\$2,000,000	\$
<i>June.02,2025</i>	\$2,000,000	\$
<i>June.03,2025</i>	\$2,000,000	\$
<i>June.04,2025</i>	\$2,000,000	\$
<i>June.05,2025</i>	\$2,000,000	\$
<i>June.06,2025</i>	\$2,000,000	\$
<i>June.07,2025</i>	\$2,000,000	\$
<i>June.08,2025</i>	\$2,000,000	\$
<i>June.09,2025</i>	\$2,000,000	\$
<i>June.10,2025</i>	\$2,000,000	\$
<i>June.11,2025</i>	\$2,000,000	\$
<i>June.12,2025</i>	\$2,000,000	\$
<i>June.13,2025</i>	\$2,000,000	\$
<i>June.14,2025</i>	\$2,000,000	\$
<i>June.15,2025</i>	\$2,000,000	\$
<i>June.16,2025</i>	\$2,000,000	\$
<i>June.17,2025</i>	\$2,000,000	\$
<i>June.18,2025</i>	\$2,000,000	\$
<i>June.19,2025</i>	\$2,000,000	\$
<i>June.20,2025</i>	\$2,000,000	\$
<i>June.21,2025</i>	\$2,000,000	\$
<i>June.22,2025</i>	\$2,000,000	\$
<i>June.23,2025</i>	\$2,000,000	\$
<i>June.24,2025</i>	\$2,000,000	\$
<i>June.25,2025</i>	\$2,000,000	\$
<i>June.26,2025</i>	\$2,000,000	\$
<i>June.27,2025</i>	\$2,000,000	\$
<i>June.28,2025</i>	\$2,000,000	\$
<i>June.29,2025</i>	\$2,000,000	\$
<i>June30,2025</i>	\$2,000,000	\$
	\$2,000,000	\$
	Total	\$

Depository will pay to the District interest on the monies deposited at the rate of _____ percent as set forth above. The interest on District moneys will be computed upon the daily balances to the credit of the District and will be payable by the Depository on the first day of each month to the District's Treasurer for credit to the District.

Type of Investments:

(Example: Treasury Notes, etc.)

Terms of Investment

(Example: 10 Basis Points below Fed. Funds Rate)

Part C-Proposed Depository Bid-2025-2026

Utilize interest amortization schedule to complete for each year

<i>Date Earned</i>	<i>Amount Daily Investment</i>	<i>Interest</i>
<i>June. 01,2026</i>	\$2,000,000	\$
<i>June.02,2026</i>	\$2,000,000	\$
<i>June.03,2026</i>	\$2,000,000	\$
<i>June.04,2026</i>	\$2,000,000	\$
<i>June.05,2026</i>	\$2,000,000	\$
<i>June.06,2026</i>	\$2,000,000	\$
<i>June.07,2026</i>	\$2,000,000	\$
<i>June.08,2026</i>	\$2,000,000	\$
<i>June.09,2026</i>	\$2,000,000	\$
<i>June.10,2026</i>	\$2,000,000	\$
<i>June.11,2026</i>	\$2,000,000	\$
<i>June.12,2026</i>	\$2,000,000	\$
<i>June.13,2026</i>	\$2,000,000	\$
<i>June.14,2026</i>	\$2,000,000	\$
<i>June.15,2026</i>	\$2,000,000	\$
<i>June.16,2026</i>	\$2,000,000	\$
<i>June.17,2026</i>	\$2,000,000	\$
<i>June.18,2026</i>	\$2,000,000	\$
<i>June.19,2026</i>	\$2,000,000	\$
<i>June.20,2026</i>	\$2,000,000	\$
<i>June.21,2026</i>	\$2,000,000	\$
<i>June.22,2026</i>	\$2,000,000	\$
<i>June.23,2026</i>	\$2,000,000	\$
<i>June.24,2026</i>	\$2,000,000	\$
<i>June.25,2026</i>	\$2,000,000	\$
<i>June.26,2026</i>	\$2,000,000	\$
<i>June.27,2026</i>	\$2,000,000	\$
<i>June.28,2026</i>	\$2,000,000	\$
<i>June.29,2026</i>	\$2,000,000	\$
<i>June30,2026</i>	\$2,000,000	\$
	\$2,000,000	\$
	Total	\$

Depository will pay to the District interest on the monies deposited at the rate of _____ percent as set forth above. The interest on District moneys will be computed upon the daily balances to the credit of the District and will be payable by the Depository on the first day of each month to the District's Treasurer for credit to the District.

Type of Investments:

(Example: Treasury Notes, etc.)

Terms of Investment

(Example: 10 Basis Points below Fed. Funds Rate)

Part C-Proposed Depository Bid-2026-2027

Utilize interest amortization schedule to complete for each year

<i>Date Earned</i>	<i>Amount Daily Investment</i>	<i>Interest</i>
<i>June. 01,2027</i>	\$2,000,000	\$
<i>June.02,2027</i>	\$2,000,000	\$
<i>June.03,2027</i>	\$2,000,000	\$
<i>June.04,2027</i>	\$2,000,000	\$
<i>June.05,2027</i>	\$2,000,000	\$
<i>June.06,2027</i>	\$2,000,000	\$
<i>June.07,2027</i>	\$2,000,000	\$
<i>June.08,2027</i>	\$2,000,000	\$
<i>June.09,2027</i>	\$2,000,000	\$
<i>June.10,2027</i>	\$2,000,000	\$
<i>June.11,2027</i>	\$2,000,000	\$
<i>June.12,2027</i>	\$2,000,000	\$
<i>June.13,2027</i>	\$2,000,000	\$
<i>June.14,2027</i>	\$2,000,000	\$
<i>June.15,2027</i>	\$2,000,000	\$
<i>June.16,2027</i>	\$2,000,000	\$
<i>June.17,2027</i>	\$2,000,000	\$
<i>June.18,2027</i>	\$2,000,000	\$
<i>June.19,2027</i>	\$2,000,000	\$
<i>June.20,2027</i>	\$2,000,000	\$
<i>June.21,2027</i>	\$2,000,000	\$
<i>June.22,2027</i>	\$2,000,000	\$
<i>June.23,2027</i>	\$2,000,000	\$
<i>June.24,2027</i>	\$2,000,000	\$
<i>June.25,2027</i>	\$2,000,000	\$
<i>June.26,2027</i>	\$2,000,000	\$
<i>June.27,2027</i>	\$2,000,000	\$
<i>June.28,2027</i>	\$2,000,000	\$
<i>June.29,2027</i>	\$2,000,000	\$
<i>June30,2027</i>	\$2,000,000	\$
	\$2,000,000	\$
	Total	\$

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Type of Investments:

(Example: Treasury Notes, etc.)

Terms of Investment

(Example: 10 Basis Points below Fed. Funds Rate)

GENERAL CONDITIONS

ALL INTERESTED PARTIES SUBMITTING A PROPOSAL IN RESPONSE TO THIS REQUEST FOR PROPOSALS SHALL BE EXPECTED TO OBSERVE THE CONDITIONS AND REQUIREMENTS SET FORTH IN THESE GENERAL CONDITIONS. SUCH CONDITIONS AND REQUIREMENTS SHALL FORM AN INTEGRAL PART OF THE CONTRACT TO BE AWARDED BY THE DISTRICT. THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICALITIES THEREIN.

Proposals, prices, terms and conditions shall remain firm for a period of ninety (90) days from the due date for Proposals or until the time when the District takes official action on the Proposals.

The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.

Due regard will be given for the protection of proprietary information contained in all Proposals received. However, vendors should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting there from. Proposals containing data that the Company does not want used or disclosed for any purpose other than evaluation of the Proposal may be restricted, provided the Company marks the cover sheet of the Proposal with the following legend: **“Technical data contained on pages _____ and _____ in this Proposal furnished in connection with the Request for Proposals of the De Soto #73 School District shall not be used nor disclosed except for evaluation purposes, provided that, if a Contract is awarded to this Company as a result of or in connection with the submission of this Proposal, De Soto #73 School District shall have the right to use or disclose technical data to substantiate the award of a Contract.”**

The above restriction does not limit the District’s rights to use or disclose without the Company’s permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language different from the above legend. Proposals submitted with restrictive legends or statements which differ from the above will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.

The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.

No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company’s Proposal.

The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.

The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.

To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange a time for an interview.

The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal. The District reserves the right to negotiate final contract terms with any Company, regardless of

whether such Company was interviewed or submitted a best and final Proposal. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.

The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of contract satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.

In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of the District.

All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP and the successful Company's response to this RFP shall be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.

The successful Company must not at any time assign any portion of its contract with the District nor shall it assign the contract without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of the District, other than as listed in the bid submission.

The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Company.

In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.

The submission of a Proposal will be construed to mean that the Company is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications.

Prices shall be net, including transportation and delivery charges, to the destination indicated in the Proposal. Title shall not pass until items have been delivered to the acceptance by the District.

In all specifications, the words "or equal" are understood to follow each item description. The decision of the District as to whether an alternative or substitution is in fact "equal" shall be final.

All interested Companies submitting a Proposal in response to this RFP shall be expected to observe the conditions and requirements set forth in the RFP. Such conditions and requirements shall form an integral part of the contract to be awarded by the District.

PROPOSALS:

- 1) All proposals must be submitted in writing and in accordance with instructions provided by the District.
- 2) Proposals received after the time stated in the notice to Interested Parties may not be considered. The Interested Party assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. Whether sent by mail or by means of personal delivery, the Interested Party assumes responsibility for having his proposal deposited on time at the place specified.
- 3) General and special instructions, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.
- 4) The submission of a proposal will be construed to mean that the Interested Party is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications.
- 5) No charge will be allowed for federal, state or municipal sales and excise taxes because the District is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
- 6) In all specifications, the words "or equal" are understood to follow each item description. The decision of the District as to whether an alternate or substitution is in fact "equal" shall be final.
- 7) Prices shall be net, including transportation and delivery charges, to the destination indicated in the proposal. Title shall not pass until items have been delivered to and accepted by the District.

PRODUCT OR SERVICES INCLUDED:

The interested party shall furnish all labor, materials and equipment necessary to perform the scope of work and any services under the Contract, with direction from the District.

PRICE ESCALATION CLAUSE:

No increase in overhead and/or profit to the Vendor will be allowed. At the time of request, the interested party must furnish written substantiation of increase by its supplier/manufacturer to the Purchase Officer. Such substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of the District and shall only be effective upon acceptance by the District in writing.

MATERIAL LISTED:

Each Interested Party shall submit, on attached sheets, the exact names of the various items on which it is submitting proposals. Items shall be clearly marked and fully describe any variations from that specified. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.

INSURANCE:

The Vendor, at its sole cost and expense, shall obtain and maintain a General Commercial Liability Insurance policy, which includes coverage for contractual liability, products liability and completed operations and property damages. The interested party will also keep in force and effect throughout the Term workers' compensation insurance to the extent required by law.

INDEMNIFICATION AND HOLD HARMLESS:

The Vendor shall indemnify and hold harmless the District and its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, penalties,

and attorney's' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the interested party, its agents, servants, employees, persons or entities engaged as independent contractors by the interested parties and suppliers, provided, however, that the interested party shall not be required to indemnify for the following:

- (a) acts or conduct by third parties, other than the District and its Board of Education, officers, employees, agents, representatives and volunteers, not under the control of the interested party, except for persons or entities engaged as independent contractors by the Vendor;
- (b) claims where the District has failed to give adequate, prompt written notice thereof to the interested party;
- (c) claims settled without the prior written consent of the interested party; or
- (d) acts of intentional misconduct or negligence by the party to be indemnified.

CONFLICT OF INTEREST:

The interested party hereby covenants and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit their from.

INDEPENDENT CONTRACTORS:

The District and the interested party are independent of one another and shall have no other relationship. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act of omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

GOVERNING LAW:

The Contract shall be governed by and construed in accordance with the laws of the State of Missouri. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Missouri, County of Jefferson.

COMPLIANCE WITH DISTRICT REGULATIONS:

The interested party shall cause all persons performing work on behalf of interested party and the District to comply with all instructions pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification mutually satisfactory to the District and the Vendor.

The interested party shall cause all such persons to preserve and protect all confidential information of the District to which they may have access during the performance of work. The District may promulgate and modify the rules and regulations relating to the conduct of the Vendor and all persons performing work under the Contract as the District, in its sole discretion, may determine. The interested party shall cause all persons performing work to comply with such modifications.

The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.

No oral interpretation will be made to any Company as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.

THANK YOU FOR YOUR PROPOSAL TO THE DESOTO #73 SCHOOL DISTRICT