

# **RIVERVIEW GARDENS**

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## **SCHOOL DISTRICT**

### **REQUEST FOR PROPOSAL BANKING SERVICES RFP NO. 244**

The Riverview Gardens School District (District) will accept request for proposals (RFP) for banking services as described in the attached request. Qualified organizations (Respondent) are invited to submit six copies of a proposal as described herein.

#### **PROPOSAL SHALL BE LABELED**

**“PROPOSAL-BANKING SERVICES”**

#### **AND ADDRESSED TO:**

**Lavon Singleton, Chief Financial Officer  
Riverview Gardens School District  
1370 Northumberland Drive  
St. Louis, MO 63137**

**PROPOSALS MUST BE RECEIVED BY:  
10 a.m., Wednesday, February 24, 2021**

**Questions may be directed to Lavon Singleton  
Phone: 314-869-2505  
Email: [lasingleton@rgsd.k12.mo.us](mailto:lasingleton@rgsd.k12.mo.us)**

**General District Information  
<https://riverviewgsd.schoolinsites.com/>**

# RIVERVIEW GARDENS

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## SCHOOL DISTRICT

1370 Northumberland – St. Louis, Missouri 63137  
Telephone: 314-869-2505 ☎ Fax: 314-388-6001

Note: The Riverview Gardens School District will not accept any bids which are received after the published bid opening time and date indicated below and will not be responsible for any bids mailed or delivered to any address other than those above. No exceptions!

### FORMAL BID PROPOSAL BID OPENING SCHEDULE

BID NUMBER: 244

BID TITLE: Banking Services  
FY2021-2022 through FY2023-2024

BID OPENING DATE: Wednesday, February 24, 2021

BID OPENING TIME: 10:00 A.M., Local Prevailing Time

VENDOR NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

VENDOR TELEPHONE NO.: \_\_\_\_\_

VENDOR FAX NO.: \_\_\_\_\_

VENDOR E-MAIL ADDRESS \_\_\_\_\_

All items contained in this bid shall be as specified or RGSD approved equal. For any item(s) proposed which is other than as specified, a complete and detailed cut and description for each item(s) must accompany the bid, if the item(s) is to be considered. Please carefully read each section of this bid.

**I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS BID TO ME/US BY THE DISTRICT'S BOARD OF TRUSTEES NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS BID SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN RGSD AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH RGSD AND ME/US OF A FORMAL, WRITTEN AGREEMENT.**

**PLEASE SUBMIT ORIGINAL BID DOCUMENTS AND FIVE COPIES.**

## PROPOSAL FORM

**Board of Trustees  
Riverview Gardens School District  
St. Louis, Missouri**

Ladies and Gentlemen:

I/We, propose to furnish and deliver all items and/or to perform all services according to all sections of this bid document (Proposal Form, Instructions and Conditions, detailed written Specifications, and Addenda if applicable) and in the quantities at the indicated prices, as called for in the document(s). All quantities indicated have been checked very closely, and both unit price and total price (where requested) have been submitted with the understanding that we shall be responsible for making complete and satisfactory delivery accordingly, within the timeframe agenda (if applicable).

All items contained in this bid shall be as specified or RGSD approved equal. For any item(s) proposed which is other than as specified, a complete and detailed cut and description for each item(s) must accompany the bid, if the item(s) is to be considered. Please carefully read each section of this bid.

**I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS BID TO ME/US BY THE DISTRICT'S BOARD OF TRUSTEES NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS BID SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN RGSD AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH RGSD AND ME/US OF A FORMAL, WRITTEN AGREEMENT.**

Respectfully submitted,

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

SIGNED \_\_\_\_\_

WRITE OUT  
SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

CIRCLE THE OPERATING STATUS OF YOUR BUSINESS AS INDICATED BELOW:

MINORITY OWNED

WOMAN OWNED

NON-MINORITY

# RIVERVIEW GARDENS

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## SCHOOL DISTRICT

1370 Northumberland – St. Louis, Missouri 63137  
Telephone: 314-869-2505 ☎ Fax: 314-388-6001

### REQUEST TO ADD VENDOR (Substitute Form W-9)

To be completed by RGSD School/Location:

Location Requesting Vendor Addition \_\_\_\_\_

To Be Completed by Vendor: Please complete all sections and fax back to 314-869-2505 ext. 2493.

Will your company accept purchase orders? \_\_\_\_\_ Yes \_\_\_\_\_ No

Will your company accept purchasing/credit card? \_\_\_\_\_ MC/Visa \_\_\_\_\_ American Express

**Note: An original RGSD purchase order is required for all material purchases. Do not accept any order without an original RGSD purchase order.**

Product Line \_\_\_\_\_

PARENT COMPANY NAME: \_\_\_\_\_

D/B/A NAME: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

#### REMITTANCE ADDRESS:

Vendor Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

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

Federal Tax ID/Social Security #: \_\_\_\_\_

Select One

Minority Code: \_\_\_\_\_ Woman & Minority \_\_\_\_\_ Minority  
\_\_\_\_\_ Non-Minority \_\_\_\_\_ Woman

Select One

Type of Entity \_\_\_\_\_ Individual/Sole Proprietor \_\_\_\_\_ Corporation  
\_\_\_\_\_ Partnership \_\_\_\_\_ Other \_\_\_\_\_

**\*\*\*\*RGSD accepts no responsibility for orders filled without a valid purchase order.**

Submitted By: Signature \_\_\_\_\_

Date \_\_\_\_\_

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## **FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY")**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the Riverview Gardens School District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the Riverview Gardens School District (the District).

Accordingly, your company:

- a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_  
(signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_  
(company name)

### **FOR INTERNAL USE ONLY**

Vendor Number: \_\_\_\_\_

1099: \_\_\_\_ Yes \_\_\_\_ No

Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by \_\_\_\_\_ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_  
(individual signature)

For \_\_\_\_\_  
(Company name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

The Special Administrative Board of the Riverview Gardens School District (hereafter referred to as "RGSD") is soliciting sealed, written formal bid proposals from qualified vendors (hereafter referred to as "Vendor") for the purchase of furniture, equipment, supplies, materials, labor or services as outlined in the following specifications. Sealed bids shall be received by RGSD, in the Business Office of the Riverview Gardens School District, 1370 Northumberland, St. Louis, Missouri- 63137, until the time specified on the Bid Opening Schedule (front page of the formal bid document), at which time all bids shall be publicly opened and read aloud. Neither dating of the bid form nor placing the bid in the mail by this date shall meet legal requirements; the formal bid document must be **received in the Business Office** of the Riverview Gardens School District on or before the date and time stated.

RGSD reserves the right to reject any and all bids received and to waive any and all informalities. Vendors are encouraged to very carefully read all sections of this bid document prior to submitting a bid proposal.

It is the basic philosophy of RGSD to extend to all responsible Vendors equal consideration and the assurance of unbiased judgment in determining whether their product or service meets specifications and the educational needs of the school district. RGSD shall fairly evaluate all formal bid proposals submitted and base all decisions on the "lowest and best" bid concept, purchasing only those products and/or services which meet the specifications as written. All decisions rendered shall strive to achieve the greatest value from every tax dollar expended. RGSD shall make no discrimination based on race, color, creed, religion, or national origin, in either the product evaluation process or in transacting business with Vendors or Vendor representatives.

The advertising and publishing of this formal bid has met all legal requirements of the Missouri State statute and policies of the RGSD Board of Education, hence the requirement to offer public notice of the intent of RGSD to solicit bids via this bid document has been satisfied.

This document is to serve as an invitation to all qualified vendors to extend to RGSD, an offer, for the sale of all products and/or services specified herein. It is the purpose of this bid document to clearly define "open" and "competitive" product or service bid specifications. All items on this bid are to be **as specified or RGSD approved equal**.

**Addenda:** Vendor shall acknowledge the receipt of all addenda which were issued during the course of this formal bid. If specified in the text of the addenda, in addition to acknowledging receipt of the addenda below, the addenda may require additional information required for the bid (e.g., pricing), in which case the Addenda shall not only be acknowledged below but shall be completed and attached to the bid at the time the bid proposal is submitted. Receipt of the following Addenda issued during the course of this formal bid is hereby acknowledged:

Addendum Number		Date	
Addendum Number		Date	
Addendum Number		Date	

It is acknowledged that this formal bid proposal consists of the following sections: **PROPOSAL FORM, INSTRUCTIONS AND CONDITIONS, SPECIFICATIONS** and any **ADDENDA** (if applicable). The detailed specifications section may include blueprints, drawings, or other documents which shall be deemed to be a part of these written specifications. I/We understand that each form is to be signed as required in the specifications, and unless this has been done, the bid proposal may be considered incomplete and therefore rejected. Likewise, it is understood that the submission of all documents called for in the detailed specifications shall be submitted as defined in the specifications, and that failure to do so may result in rejection of the bid in part or in total. I/We, the undersigned, do hereby understand and accept all sections of this bid document and all addenda (if applicable) under which this quotation is being submitted and agree to perform in compliance with the specification requirements as set forth herewith.

I/We further agree that RGSD reserves the right to award the order, if awarded, within forty-five (45) calendar days from the date of the bid opening, unless otherwise indicated in the written specifications which follow. Consequently, I/We agree not to request permission to withdraw the quotation after bids have been publicly opened for this period of time. Having carefully examined all elements of the specifications and addenda, I/we propose to furnish all furniture, equipment, supplies, materials, labor or services required according to the written bid specifications in connection with this bid and do hereby submit the following formal bid proposal, for the total amounts indicated on the proposal form pages, where requested in the bid document.

The individual signing this Bid Proposal shall be a responsible officer of the company and shall be authorized to sign on behalf of the company.

**\*\* End Proposal Form Section of This Bid Document \*\***

## INSTRUCTIONS AND CONDITIONS

### Preparation of Bid Proposals

Vendors should adhere to all of the instructions and conditions as contained in this section of the bid as well as all other sections of these bid specifications; failure to do so may result in rejection of the bid.

All bid proposals must be completed in ink or typewritten; all bids must be manually signed. No erasures shall be permitted; mistakes may be crossed out and corrections inserted adjacent. All corrections (including "white-out") must be initialed in ink by the person signing the bid proposal. The proposal must be signed with the firm or corporate name and by a responsible officer or employee of the firm. Vendor is to acknowledge receipt of any and all addenda (if any) re bid specifications and/or drawings which are published for this bid. All addenda shall be acknowledged as outlined in the Proposal Form section of this bid document.

Vendors should respond by using the proposal form and all other sections of this bid document without alterations, where information is requested. For every item proposed, the "Unit Price," "Total Price," (where requested), and "Quoting On" lines must be completed. All information concerning warranties, delivery dates, etc., where requested, must be completed by the Vendor; all "checklists" must be completed and submitted with the bid, if required in the specifications.

Pages on which there are no items being quoted by the Vendor, may be detached, and only those pages which contain a quoted item(s), along with the signed proposal form (both pages of the proposal form) and all other documents stated in the detailed specifications need be returned. On pages in which there are both items being quoted and items for which a price quotation is not being offered, the Vendor shall indicate "No Bid" on the "Total Price" line for all items not being offered for bid.

Prices must be stated in units specified hereon; i.e., in the units of measure indicated (per each, or dozen, case, etc.). RGSD shall not be responsible for pricing which does not conform to the unit of measure indicated, and likewise RGSD has no authority to amend a unit price once submitted even if the error is obvious. Pricing must be stated in U.S. dollars and cents and shall be offered in a known amount; i.e., a bid which simply states "My bid is \$1.00 lower than the lowest bid received" shall not constitute a legal bid proposal.

### Submission of Bid Proposals

Bids, once completed, should be placed in an opaque envelope with the Vendor name and bid number as they appear on the proposal form written on the envelope, in order that the bid may be accurately registered upon receipt. A responsible official who is a legal representative of the Vendor must sign the attached proposal form, in order for the bid to be valid and acceptable. A bid which is not signed is not binding on the part of the Vendor and therefore does not constitute an informality which may be waived by RGSD. Should a return label not be included with the bid document, address the outside of the envelope as follows:

IF MAILED	IF DELIVERED
Riverview Gardens School District	Riverview Gardens School District
Business Office	Business Office
Attention: Lavon Singleton	Attention: Lavon Singleton
Chief Financial Officer	Chief Financial Officer
1370 Northumberland	1370 Northumberland
St. Louis, MO 63137	St. Louis, MO 63137

**In addition, the following information should be indicated on the outside of the bid envelope: (a) Vendor Name and Address and (b) Bid Name and Number and Bid Opening Date, as listed on the Bid Opening Schedule. If a bid is opened prematurely because of failure to adhere to this requirement, the bid will be rejected.**

If the District's Business Office is closed for any reason, including but not limited to inclement weather, an emergency situation or any other act of nature, which closure prevents the opening of bids at the previously advertised date and time, all bids received shall be publicly opened and read aloud on the next work day that the District's Business Office shall be open for business at the previously advertised time. The new date and time of bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. In such event, bids shall be received by the District until the new date and time of the bid opening as set forth herein. RGSD shall not be held

responsible for the receipt of any bids the delivery of which was attempted and failed due to the closure of the Business Office. Each Vendor shall be required to ensure the delivery and receipt of its bid by RGSD's Business Office prior to the date and time of bid opening.

#### **Modification and Withdrawal of Bids and Late Bids**

Bid proposals should be verified before submission for accuracy and correctness, since RGSD shall not be responsible for any errors for which the Vendor is responsible. Bids may be modified or withdrawn by written notice or in person from the Vendor, if received in the Business Office prior to the time set forth in the Bid Opening Schedule; no telephone oral withdrawals shall be accepted. Notations written by the vendor on the outside of the bid envelope stating that an amount is to be "added" or "deducted" from the pricing structure submitted on the bid document sealed inside the envelope shall not be deemed permissible; all such notations shall be ignored relative to pricing submitted by the vendor. The pricing submitted on the form(s) provided by RGSD shall be deemed to constitute the legal pricing offered by the vendor and it is that pricing which shall prevail and for which the vendor shall be accountable.

NO bids may be accepted, modified or withdrawn which are received in the Business Office, after the time set for the opening of bids. NO EXCEPTIONS! Any and all bids received after the bid opening time and date indicated on the Bid Opening Schedule shall be refused and marked "Late Bid" and returned to the Vendor, unopened. No formal bid proposals may be "faxed" and no telegraphic modifications may be made to any bid proposal once received by RGSD; all changes shall be made prior to the bid opening **on the document** submitted to RGSD.

#### **Acceptance and Award of Bid Proposals**

The Vendor's bid proposal, once submitted and accepted as a valid bid by RGSD, shall be deemed by both parties to constitute a legal and binding offer on the part of the Vendor to sell to RGSD as per the terms of the bid specifications, all products and/or services contained therein. Bid proposals are subject to acceptance by RGSD at any time within forty-five (45) calendar days following the bid opening date. Consequently, all price quotations shall be effective for a minimum of forty-five (45) calendar days and a maximum period as indicated in the specifications. All bids must be valid for the effective dates stated in the specification, if applicable.

Award of contract shall be made to the responsible Vendor whose bid, conforming to the specifications, is deemed to be the most advantageous to RGSD, price and all other factors considered. The Vendor acknowledges the right of RGSD to reject the bid, in part or in total, if the Vendor fails to submit the data required in the specifications, or if the bid is in any way incomplete or irregular. Under no circumstances may a Vendor deliver, install, or perform any service as specified in these specifications without written authorization from RGSD (i.e., a duly issued purchase order or signed contract). All formal bid proposals shall be approved by the Board of Trustees prior to the award of the bid.

The Vendor shall be issued a purchase order document, which shall be deemed acceptance of the bid proposal offer made by the Vendor, for all items and/or services approved by the Board of Trustees and awarded as a result of this bid. However, if in the opinion of RGSD a contract document is required to authorize the award of the bid, Vendor agrees to sign and execute all such contract documents as required in the written specifications. NOTE: if Vendor policy requires that RGSD sign Vendor contract documents, a sample of all such documents shall be included with the bid proposal and shall become a part of the Vendor's bid proposal.

#### **No Response to Bid Quotation**

Due to the ever-increasing postal rates, it is necessary to remove the names of Vendors from bid mailing lists which do not respond in writing to formal bid proposals which are mailed to them. Henceforth, it shall be interpreted that a Vendor no longer wishes to remain on the bid mailing list for any bid, unless the Vendor offers a bid proposal or returns the cover sheet of the bid marked "NO BID - Please Leave Name On Active Bid Mailing List." Likewise, for the Board's information, please indicate on a sheet of your company's letterhead, the reason(s) why your company is not submitting a bid proposal in response to these specifications at this time. Failure to respond at all to an offer to bid shall result in the removal from the bid mailing list. It shall be the responsibility of the Vendor to notify RGSD in writing if the Vendor relocates or if there is a change of address.

#### **Rejection of Bid Proposals**

RGSD reserves the exclusive right to reject the bid of any Vendor in part or total for reasons deemed appropriate, such as a documented past experience(s) in which the Vendor failed to perform according to stated specifications once awarded the bid, suspicious financial responsibility of the Vendor, instances in which Vendor offered references were checked with resulting negative connotations, etc. RGSD reserves the right to accept the "lowest and best" bid, which in their judgment, assures RGSD the product(s) or service(s) having the best performance and the highest level of function, quality and value. Any Vendor which does not indicate on the "Quoting On" line for each item on which a quotation is submitted, exactly what is being offered, may expect that item to be rejected, due to the fact that what is being offered cannot be clearly identified and compared to what is specified.

### Approved Equal

It is the intent of this document to clearly define "open" and competitive product or service bid specifications. All items on this bid are to be as specified or RGSD approved equal; RGSD shall reserve the exclusive right to determine products and or services which are approved as equal to those specified herein. Reference in these specifications to and the use of the name and model number of any article, product, material or item of furniture and equipment by proprietary name, manufacturer or manufacturer's model or catalog number in describing an item, is intended to establish a standard of type, quality and design, and is therefore not intended to limit competition. Vendors may submit bid proposals for products which are of a different manufacturer and model number from that which is specified, provided the herein procedure is adhered to exactly. However Vendors are encouraged to offer products of those manufacturers and model numbers specified, if at all possible.

For any item(s) which is proposed, which is other than as specified (brand name and number), it is the responsibility of the Vendor to submit, with the bid proposal, a manufacturer's published detailed cut and description, catalog, or other descriptive document, explaining in detail, exactly what is being proposed. Likewise, any support literature for any item(s) proposed which is other than as specified (manufacturer and model number), shall be clearly labeled as to the **Vendor's Name**, the **Item Number** as appears in the specifications and the **Item Name**. It shall be the responsibility of the Vendor to insure that a detailed, technical description is provided for all items which shall allow for an accurate comparison to the item specified. All such support documentation shall be submitted with the bid proposal and shall be organized in one of the following manners:

- (a) Bound Volume of Pages - for each item, a picture and detailed product specification (for the exact manufacturer and model number proposed) shall be pasted on an 8 1/2" X 11" sheet of paper and bound in a cover with the Vendor's Name on the outside of the cover. The item number and item name as listed in the bid specifications shall be indicated at the top of each page. The support literature shall be organized in a bound volume in order by item number. Preferably, only one item shall be placed on each page.
- (b) Published Catalog - it shall be permissible to submit with the bid, a general or manufacturer's product catalog clearly indicating the detailed product information concerning the proposed product; however, if this method is utilized, it shall be the responsibility of the Vendor to place beside the product manufacturer and model number on the "Quoting On" line the correct **page number** in the catalog which is submitted, on which the product may be found. RGSD shall not research catalog table of contents or indexes attempting to locate items which are offered on this bid.

In addition it shall be the responsibility of the Vendor to clearly define any deviations that exist from specifications, if any, between what is proposed and what is specified, for each item offered, which is other than as specified. All such information relating to product deviations may be placed in the bid proposal either on the page below the item specification or on a separate sheet. If a separate sheet is utilized, the page shall be entitled "Proposed Product Deviations" and each item shall be clearly labeled as to number and name as they appear in the specifications. Failure to provide such documenting evidence to support any such item offered and/or any significant product deviations may result in rejection of the item(s) involved.

### Pre-Bid Approval of Items

Preference shall be given to those manufacturers and models which have been granted pre-bid approval based on past performance. Vendors are encouraged to request approval of their brands and models for each item(s) which are to be offered via bid in the future, in order to meet specifications as listed on this bid. All such requests shall be made in writing to the Chief Financial Officer. After the bid has been published, all decisions as to product approved equals shall be made following the bid opening. Where applicable, for the products and/or services to be provided in the specifications, preference shall be granted to those Vendors which offer local sales and service, parts inventories, user training orientation, etc. In the case of "tie bids", all factors being equal, the local vendor shall be recommended to the Board of Trustees for approval.

### Net Prices

In all cases, prices quoted are to be net including all applicable discounts. A separate price shall be offered for each item and not in combination with other items (unless the grouping of items is otherwise allowed as defined in the specifications). Unit price shall prevail in case of a conflict between unit and total price (extension); written price shall prevail in case of a conflict between written and enumerated pricing. Vendors are instructed to round off all unit pricing and extensions to the nearest whole cent; i.e., round the pricing to **two** places to the right of the decimal point only. The RGSD mainframe computer database is designed to accept only pricing which is stated in this manner. All items for which pricing is submitted which is other than two places to the right of the decimal shall be accepted; however, all digits beyond a whole cent (more than two places to the right of the decimal) shall be ignored in the bid analysis process and the unit price indicated on the purchase order shall be to the nearest whole cent for each item involved.

### **Freight**

The Vendor agrees to deliver all items prepaid (F.O.B. DESTINATION), to an inside point or points of receipt within the District. If multiple delivery sites are required for items in the bid, either the total number of or the exact address of all such sites shall be indicated in the specifications section of the bid document. All costs for delivery, drayage or freight, for the packing or unpacking, loading and unloading of said articles, are to be borne by the Vendor, and should be included in the unit price.

### **Taxes**

Vendor pricing shall not include any taxes (unless specified), since RGSD is tax exempt there from. Federal Excise Tax Exemption Certificates shall be executed when required upon request by the Vendor.

### **Grouping of Items**

As stated above, no grouping of items shall be allowed unless otherwise defined in the detailed specifications. Most items are to be offered for bid on an "individual" basis and shall be awarded accordingly. However, certain circumstances may arise in which it is to the advantage of RGSD to group items offered for bid. In certain instances, for the purpose of continuity and to insure product compatibility and design, and to minimize the freight costs involved, similar items may be grouped in the specifications and therefore shall constitute a single unit for bid purposes. All items in each such grouping shall be purchased from one Vendor. In order to be eligible for consideration for award of the bid for any group of items, a price quotation must be offered for ALL items in the grouping and a total price given for all items included in the grouping; award of the bid shall be made following careful analysis of the "lowest and best" bid offered for the entire group of items. Failure to offer a quotation for all items in a group may constitute a "No Bid" for the entire group of items.

### **Payment and Invoicing**

Unless otherwise indicated in the detailed specifications of this bid document, it is mutually understood that RGSD shall make remittance in a **single lump sum** payment **following satisfactory delivery of all items** listed on the purchase order or following satisfactory performance (final inspection) of all services as specified in the contract. RGSD remits by "completed purchase order" only; remittance shall not be made upon receipt of partial shipments or performance, or the receipt of invoicing for same, but only after all items included on the purchase order or contained in the contract are delivered and/or satisfied. Payments are remitted once per month after approval by the Board of Education.

Consequently, Vendors agree to submit a single itemized invoice (original and duplicate) to RGSD, Business Office, 1370 Northumberland, St. Louis, Missouri, 63137, following the delivery of all items and/or services as indicated on the purchase order or contract. Multiple invoice documents (numbers) for the same purchase order or contract shall not be acceptable; following satisfactory delivery of ALL items and/or performance of ALL services indicated on the purchase order, only one invoice shall be submitted per purchase order or per contract, which shall be for all items and/or services contained on the order or in the contract. Following satisfactory invoicing as defined above and after receipt of all items on the purchase order and/or full performance of all services specified, payment shall be made in full to the Vendor within forty-five (45) calendar days from either the date of delivery or the receipt of satisfactory invoicing, as specified above, (in the Business Office), for the complete order or contract, whichever occurs last.

### **Delivery Instructions**

Information containing product delivery instructions for each item specified, shall be so indicated in the specifications. The specifications shall indicate if delivery is to be made to one central location or to multiple locations within the school district. Vendor agrees to adhere to delivery date schedules, as requested in the specifications.

### **Default and Delays**

Upon failure of the Vendor to deliver all of the items ordered or to render service, within the time set or allowed, the successful Vendor shall be considered in default, in which case RGSD reserves the right to terminate the purchase order or contract and to purchase similar supplies, services, or furniture and equipment, on the open market or secure the manufacture, delivery, and installation thereof by contract or otherwise. The Vendor shall be charged with any cost occasioned by RGSD whether said cost is the same as originally accepted or any excess cost.

### **Damage to School Property**

Any damage or loss to RGSD property as a result of any action by the Vendor in the delivery, execution or performance of any item or service stated in these specifications shall be repaired or replaced to the satisfaction of designated RGSD personnel, at the Vendor's cost, within a reasonable time.

### **Assemble and Set In Place**

It shall be the Vendor's responsibility to furnish, deliver, unload from the delivery vehicle, completely assemble, set in place and where specified to completely install and make ready for operation to the satisfaction of RGSD all items offered for bid in these specifications. All Vendor personnel shall be legally licensed and fully qualified in the

performance of the various areas of installation expertise. Items requiring unpacking shall be unpacked, assembled and set in place by the successful Vendor, at Vendor expense, as directed by the designated representative of RGSD. Where specified, all items shall be furnished, delivered, set in place, and made ready for operation, by the Vendor at Vendor's expense.

#### **Removal of Debris**

Where applicable, Vendor owned materials and equipment may be stored on the job site but the contractor shall maintain full responsibility for the stored items and full responsibility for any acts of vandalism or damage to RGSD owned property as a result of the vandalism. Any materials of a flammable nature must be stored at least 50' from the nearest building. Vendor must maintain the premises free from accumulations of waste, debris and rubbish caused by the execution of the contract, as a result of this bid. Upon completion of all work, crates, boxes, and packing material shall be removed from the point of work or delivery by the Vendor, at Vendor expense, and the premises are to be left free of debris.

#### **Complying With Specifications**

All material furnished must be in conformity with the specifications and shall be subject to inspection and approval by RGSD following delivery. The right is reserved to reject and return at the risk and expense of the Vendor such portion or the entirety of any shipment which may be deemed defective or fail to comply with specifications. If rejected, it shall be held for disposition at the expense and risk of the Vendor. Vendors shall be required to replace that defective portion or the entire order according to specifications without additional cost to RGSD. Any items which may be lost or damaged in transit from the manufacturer to RGSD shall be replaced or restored to the original good condition by the Vendor at no cost to RGSD, to the satisfaction of RGSD.

If required in the detailed specifications, each Vendor and subcontractor(s), together, should visit the site and take such other steps as may be necessary to ascertain the nature and location of the work to be performed, and the general and local conditions which could affect the work or the cost thereof. All visits to the sites shall be made at the Vendor's expense.

#### **Guarantee**

Each Vendor, by presenting a bid under these specifications, binds himself to make positive that all goods are fully up to the standards set by the specifications. Should it be discovered within a reasonable period of time from the date of purchase order or contract that such goods or services are not up to standard, RGSD shall have the right to have such goods or services replaced by others conforming to the standard requirements and the entire expense be borne by the Vendor. The Vendor shall agree to guarantee and warrant all equipment provided as a result of this bid for a period equal to the stated guaranty/warranty in the specifications. All such warranties shall provide the coverage as indicated in the specifications.

#### **Samples**

RGSD reserves the right to request of any Vendor offering a product for sale via this bid an exact sample for evaluation for any product proposed. Vendor agrees to submit requested sample(s) within ten (10) calendar days from notification of the sample request. Should the Vendor not adhere to this sampling procedure, the item(s) in question may be rejected on these grounds. Samples must be furnished upon request only, free of expense to RGSD and if not destroyed by tests, shall be returned at the Vendor's expense upon request. Samples are to be submitted to the Business Office to the attention of the Chief Financial Officer, 1370 Northumberland, St. Louis, Missouri, 63137. Samples are to represent exactly what the Vendor actually proposes to furnish. Samples shall be properly identified as to bid number, bid date, name of Vendor, and item number as it appears on the bid. Once the bid is awarded, RGSD reserves the right to subject actual shipment samples to randomized testing. In cases when a sample is sent to testing laboratory for analysis in light of specifications, and the tests results indicate that the sample does not comply with specifications, the cost of the test shall be charged to the Vendor submitting the failing sample. The right is reserved to keep the successful Vendor's sample for comparison with actual shipment. Said sample may be returned to the Vendor or accepted as delivery according to order.

#### **Compliance with Laws**

If required due to the nature of the specifications contained herein, the Vendor shall give all notices, pay all fees, and comply with all local city, state, and federal laws, codes, ordinances, rules and regulations bearing on the successful conclusion of an order for supplies, services, or equipment. Vendor is to secure and pay for all permits, governmental fees, licenses and assessments necessary to perform all work as outlined in the specifications. The Vendor shall comply with all fire, safety and security regulations.

**Insurance**

It shall be the responsibility of the Vendor, once awarded the contract, to procure and maintain at Vendor expense, any insurance coverage equal in coverage to the minimum requirements applicable to the nature and scope of the project as set forth in these specifications. Vendor shall insure the delivery of all products delivered as a result of this bid until such time as all products are received by RGSD, inspected and approved.

**Liability and Relationship of Parties**

The Vendor shall, and hereby does, indemnify and hold harmless RGSD from any and all claims, suits, actions, judgments, settlements, damages, awards, costs and expenses of any kind or nature whatsoever arising from or out of any assertion or complaint by a third party or parties of any injury or damage resulting from the performance of this agreement by Vendor. Without limiting the generality of the foregoing sentence, as relates to this bid document and any succeeding document(s) as a result of this formal bid, the Vendor (which shall include the vendor of award, the product manufacturer whom the Vendor represents, any subcontractor(s) of either, or any other party acting as an agent of the Vendor or manufacturer) shall hold RGSD, its officers, agents, servants, and employees harmless from liability of any nature or kind whatsoever against the publisher or author, manufacturer or agent for the use by RGSD of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, environment-sensitive material, or appliance furnished or used under this bid proposal.

Any architects, consulting engineers, or other defined agents acting in behalf of RGSD with regard to this formal bid, shall be deemed to be extensions of RGSD and therefore all terms and conditions in this bid document shall equally apply to said third parties just as they do to RGSD. Neither this bid nor any succeeding document(s) as a result of this formal bid, shall constitute nor create a partnership or joint venture between RGSD (or any agent acting in behalf of RGSD) and the Vendor, nor does it create a business relationship between the parties other than that specifically provided for by the terms of this agreement.

**Non-Mentioned Items**

Any standard manufacturer's parts, components, other equipment or related accessories not specifically mentioned by name or included in these specifications but which are normally a part of the equipment and furnishings necessary to complete the installation or insure the performance of the item, which are normally advertised and sold as a part of the "total product", shall be deemed to be included in the bid and shall therefore be furnished by the Vendor under the framework of this bid, at no additional cost to RGSD.

**RGSD Responsibilities**

With regard to installation as per these specifications, it shall be the responsibility of RGSD to provide all electrical, gas and water services (stub-outs) to the products as required and in compliance with the manufacturer's product specifications. Floor drains shall be provided by RGSD. However, any and all product connections required to interface the product with electrical, gas, water and drain facilities, whether indicated on attached project plans, drawings and specifications, including all addenda issued pursuant to this bid, shall be solely the responsibility of the Vendor. RGSD shall allow Vendor access to any facilities involved in these specifications during normal business hours in compliance with RGSD's approved schedule. Upon written request from a Vendor, RGSD may consider special work hours if required to complete a delivery or a project with an impending deadline. Likewise, if applicable, upon written request from the Vendor, RGSD shall allow Vendor access to any project plans, blueprints or other detailed specifications which may not be included within this bid document, but which could reasonably be expected to have a bearing on the bid proposal. All such written requests shall be forwarded to the Business Office to the attention of the Chief Financial Officer.

**Product Colors, Finishes and Color Combinations**

Where applicable and indicated in the specifications, color selection of all product finishes and furnishings which have been pre-selected by RGSD, shall be adhered to as closely as possible by the Vendor. There are situations in which it is very important to RGSD that all of the products included in the bid or various sections of the bid, be color coordinated in order that a pleasing decorative atmosphere conducive to instruction be established. It shall be the responsibility of the Vendor to submit as a part of the bid, where required in the specifications, proposed manufacturer's color samples for all items offered for which a specific color is indicated. Failure to do so may result in rejection of any and all items involved in that section.

**Adjustments in the Quantities To Be Purchased**

All quantities indicated in this bid are projected based on an established need and are stated in "good faith" by RGSD and represent the known quantities which shall be purchased via this bid; however, in order to insure budgetary compliance, a situation may arise in which the quantities indicated for one or more items listed for bid may have to be amended.

**Deletions** - All quantities listed in these specifications are subject to adjustment; RGSD shall reserve the right to delete any and all items entirely and/or to reduce quantities in number prior to issuing a purchase order at the unit price(s) quoted in the Vendor's bid.

**Additions** - If an "additions" clause is to be implemented with reference to the quantities to be purchased as a result of this bid, it will appear in the detailed specifications section of this document. If there is no reference to the purchase of additional quantities the quantities to be purchased shall be as published herein.

### **Follow-Up Services**

The Vendor shall agree to provide to RGSD as part of this bid, at no additional cost, all required user orientation as to the proper use and care for all equipment sold as a result of this bid.

### **Ambiguities**

Should questions arise or ambiguities exist regarding any part of parts of the specifications as published, the Vendor shall notify the Chief Financial Officer, (314) 869-2505, at least five (5) calendar days prior to the published bid opening date, in order that a written clarification (addendum) from the Business Office can be made known to all Vendors participating in the bid. No addendum concerning clarification of published specifications shall be issued following five (5) calendar days prior to the published bid opening date, unless it is to extend the bid opening date. Interpretation of and subsequent modifications to these specifications shall be made by addenda only; RGSD shall not be responsible for any interpretation of the documents other than as set forth in these specifications or in RGSD authorized written and published addenda. Should ambiguities exist between this section of the bid (Instructions and Conditions), and the stated specifications which follow, the specifications shall prevail and shall be taken to be the correct interpretation for this bid.

### **Vendor Grievance Procedure**

RGSD has adopted a Vendor Grievance Procedure to address and resolve any Vendor grievances or disputes resulting from or arising out of RGSD's bid process. If Vendor disagrees with any aspect of the bid process, Vendor shall adhere to the following procedure. Vendor shall submit a letter or written statement of protest to the Chief Financial Officer, with a copy to the Superintendent, identifying the bid, including bid number, title, opening date and, if applicable, the item number(s) at issue, and explaining, in detail, the nature of and/or reason(s) for the protest. No verbal protest shall be acknowledged by RGSD. Vendor protests must be received by the Chief Financial Officer not later than five (5) business days prior to the date of the Board meeting at which the Board is to act upon the bid that is the subject of the protest. A review committee, appointed by the Superintendent, shall evaluate the protest and render a decision expeditiously. The decision of the review committee shall be based on evidence presented by the Vendor, the Chief Financial Officer and other appropriate parties, to be determined in the discretion of the committee. In the sole discretion of the committee, the committee may conduct a hearing on Vendor's protest. The decision of the review committee shall be submitted to the Superintendent for approval. The protesting Vendor shall be informed, in writing, of the Superintendent's decision not later than two (2) business days prior to the date of the Board meeting at which the Board is to act upon the bid that is the subject of the protest. The Superintendent's decision shall be final unless Vendor appeals such decision to the Board of Trustees. If Vendor wishes to appeal the Superintendent's decision, Vendor shall deliver its appeal, in writing, to the Office of the Superintendent not later than 12:00 p.m. on the date of the Board meeting at which the Board is to act upon the bid that is the subject of the appeal. Appeals shall be presented to the Board at the meeting at which the Board acts upon the bid that is the subject of the appeal and Vendor, upon written request, will be granted up to five (5) minutes to appear and present to the Board at such meeting its protest and/or appeal. After the Board takes final action upon a bid, no appeals or protests will be acknowledged by RGSD. The decision of the Board shall be final, subject to Vendor's right to pursue a legal remedy.

### **Exceptions to These Instructions and Conditions and/or Specifications**

The Vendor, when through a voluntary and independent action, places the signature on the proposal form, fully agrees to accept and comply with all instructions and conditions and all other requirements defined in the detailed specifications and outlined in all other documents pertaining to the bid document. Should any Vendor take exception with any part(s) of these instructions and conditions, or any part(s) of the specifications which follow, it is the responsibility of the Vendor to so acknowledge such differences in detail on a separate sheet(s), and attach and submit said sheet(s) with the bid; all such exceptions shall become a part of this bid.

**\*\* End Instructions and Conditions Section of This Bid Document \*\***

## **PART I: INTRODUCTION AND PROCESS**

### **1. PURPOSE**

In accordance with §165.211, RSMo., the Riverview Gardens School District of St. Louis, Missouri (hereinafter referred to as the District), will accept sealed proposals from financial institutions (hereinafter referred to as the Bank) for the District's banking services. The minimum length of the agreement shall be for one (3) years, with an option by the District to renew at the same terms for up to four (4) additional years. The effective date of the service begins on July 1, 2021, and could be renewed for the period through June 30, 2028, based upon satisfactory annual review.

### **2. INFORMATION AND CLARIFICATION ABOUT THE DISTRICT**

- The District serves approximately 5,800 students in 9 elementary schools, 2 middle schools, and 1 high schools. The District's operating budget for the 2020-2021 school year is in excess of \$62 million.
- The District maintains four major funds: General, Special Revenue, Capital Projects, and Debt Service.
- The district has automatic monthly ACH debits for the Electronic Federal Tax Payment System (EFTPS), Missouri withholding taxes, and Section 125 contributions.
- The District requires direct deposit of employees. Payroll is semi-monthly for employees. Direct deposits are issued on the 5<sup>th</sup> and 20<sup>th</sup> of each month. On average, there are less than 200 checks and approximately 21,600 direct deposit transactions per year.
- Approximately 4,500 accounts payable checks are issued per year.
- The district does not issue stop payment orders; rather items are deleted from the positive pay file.
  - For more information about the District, visit our website  
<https://riverviewgsd.schoolinsites.com/>

### **3. DISTRICT BANKING STRUCTURE**

- General Operating Account: The District's main depository account includes the General, Special Revenue, Capital Projects, and Student Activity transactions. The Bank's security personnel currently pick up deposits and deliver to the bank on a weekly basis. The controlled disbursement account clears against this account. Activity in this account includes ACH debits and credits (ACH filter is required to monitor ACH transactions) and incoming and outgoing wires.

- Controlled Disbursement Payroll (Zero Balance Account): Funds are automatically transferred each day from the General Operating Account to offset the dollar amount for items that have cleared. Positive pay and ACH block are required for this account.

#### 4. **SCOPE OF SERVICES**

- It will be the responsibility of the Bank to adhere to all state and federal laws applicable to public school districts, including the furnishing of securities. Funds deposited must be fully secured at all times as required by law. Each proposal should include the type of security to be used as collateral for the account(s) and must name the third-party trustee for securities pledged. Acceptable collateral to secure deposits are the same as those for state funds on deposit. This list can be viewed on the internet at <http://www.treasurer.mo.gov/Invest/InvestPolicy.pdf>.
- Serve as depository for federal and state withholding deposits.
- The District requires an armored car service for deposits once per week.
- Statement cut-off for all accounts must be the last day of the month. The bank shall render statements for all accounts by the fifth working day of each month. Statements must include a listing of checks cleared in check number order with a total and deposits listed in date, amount order.
- During such times of large deposits such as those related to property tax receipts, the District reserves the right to invest surplus funds in the Missouri Securities Investment Program (MOSIP) or other financial institutions.
- Provide positive pay for the Controlled Disbursement Account. Must include ability to void items out of positive pay file in lieu of stop payments.
- Insufficiently funded checks deposited into the District's account will be returned to the District only after a second deposit attempt is made.
- Provide email notification of payroll ACH returns.
- Provide verification from bank of receipt of positive pay files.
- Provide cleared check file to download into district accounting software by the fifth working day of each month.
- Furnish four part deposit tickets with customized ID encoding and tamper proof plastic bags.
- Provide one extra large and four small locking cloth bags for off-site event deposits.
- Accept coin deposits in bulk.
- Time of day for same day deposit is to be 3:00 p.m.
- Obtain permission from district official to change deposits by \$5.00 or more.

- Furnish cashier checks/money orders.
- Permit and facilitate wire transfers, both verbal and on-line. Wires may be same day or future dated up to 30 days. Destinations may be preset or added as needed.
- Permit and facilitate debit/credit ACH transactions. ACH filters are required on all but the zero-balance account.
- Provide on-line or secured internet banking to include daily balances, daily transaction summary by transaction type and account (current and prior period), wires, ACH, positive pay manual issues and voids, internal transfers, imaged items, etc. District should be able to upload/download the file in either an ASCII or comma separated file format via a secure FTP site with the ability to script the FTP transfer or via a secure Web site.
- Provide monthly analysis of each account showing the volume counts, fees charged, and total price for servicing the account. The District will require an account analysis even if the Bank were to bid the services at no charge.
- Provide direct deposit of payroll including ACH reversal/deletions.
- Provide a minimum guaranteed interest rate, which is tied to the Fed Funds Rate.
- Provide investment counseling, if required.
- Provide audit confirmations.
- Provide a free bank account or direct check card to district employees for the purpose of mandatory direct deposit.
- Provide email addresses for essential bank personnel.
- The bank agrees and understands that no account shall be opened or maintained by the bank in the name of the District except those specifically named and authorized in the contract or by the Chief Financial Officer in writing.
- Any subsequent accounts opened by the District during the term of the contract will receive the same pricing as those accounts initially opened under the contract.
- A certified check in the amount of \$2,500.00 payable to the Riverview Gardens School District will be submitted by each bank participating in the bidding process as required by §165.221, RSMo. The check will be returned to unsuccessful bidders immediately upon action by the Board and will be returned to the successful bidder upon verification of pledged securities by law. If successful bidder fails to execute contract, District will keep the \$2,500.00 as liquidated damages.
- It is understood that if the successful Bank is not the present depository, then in that event, the present depository will continue to serve as depository until the District has had sufficient time to make an orderly transfer of funds to the newly designated depository.

- Any Bank that knows of a District official having a material direct or indirect financial interest in such Bank shall be required to submit a written statement, along with the RFP, detailing such interest.
- The depository may be requested to grant short term loans against anticipated tax revenue (maximum rate established by section §165.131, §165.1412 RSMo.).
- This RFP is for banking services only, not for purchasing cards or credit cards.
- This agreement is not exclusive. The District reserves the right to invest surplus funds according to §165.051 RSMo and maintain bond proceeds outside of Depository Contract.

## 5. **TIMELINE FOR PROCESS**

The timeline listed below is the District's estimation of time required to complete the process. All efforts shall be made to abide by this schedule; however, it is subject to change if necessary.

Request for Proposals Issued	January 6, 2021
Bidder Questions due to District	January 20, 2021
Response to Questions	January 27, 2021
Proposals Due	February 24, 2021 by 10:00 a.m.
Interviews	Week of March 8, 2021
Recommendation to Board	April 13, 2021
Notice to Proceed	April 14, 2021
Target Effective Date	July 1, 2021

Bidder questions and requests for clarification should be directed to the Chief Financial Officer, Lavon Singleton, in writing no later than 4:00 p.m. on Wednesday, January 20, 2021. Any information provided to a Respondent concerning the RFP will be furnished to all Respondents as an addendum to the RFP.

Communication with selection team members is limited to the Respondent question period that closes January 20, 2021. Communication with Board members and/or other District staff in an effort to influence the outcome of the RFP selection process is prohibited and will result in rejection of the bank's proposal.

## 6. **SELECTION CRITERIA**

The criteria to be used in evaluating the Proposals will include, but are not limited to, the following:

- Financial strength of the proposing institution.
- Experience and expertise of the personnel to be assigned to the District's account.
- Relevant experience managing similar accounts and services with public sector and/or large commercial clients.
- The institution's ability and willingness to provide the services desired by the District and demonstrated understanding of the operational requirements of the District.
- The District's prior experiences, if any, with the institution and any other factors the District believes would be in its best interest to consider.

- Innovative ideas or suggestions reflected in the proposal.
- Proposed fees and charges for services and proposed interest rates on balances.
- Regulatory issues and legal actions taken against the financial institution.

## **7. REVIEW PROCESS**

Following the submittal deadline, the selection committee shall evaluate the proposals. The period of evaluation of the proposals may be extended. Banks will be evaluated according to their response to the RFP. The committee will create a short list of banks and may invite the selected banks to a presentation. Each team will be allowed 45 minutes for the interview and questions and answers. Thirty minutes will be allotted for transition between interviews. The order of the interviews will be determined by random selection. Banks will be limited to four team members at the interview. Selection of a bank is anticipated to be at the regular meeting of the Special Administrative Board on Tuesday, April 13, 2021.

## **PART II: INSTRUCTIONS TO RESPONDENTS**

### **1. QUALIFICATIONS**

In addition to the signed Formal Bid Proposal Form, the following information shall be included in the proposal:

#### **A. Basic Information:**

Name of bank

The history, size and organization of the bank

Direct mailing address

Overview of bank history

#### **B. Bank Experience Profile:**

Description of the bank's experience in public education

A representative list of current school district and state educational agency clients

#### **C. Conflict of Interest:**

Potential conflict of interest statements

#### **D. References:**

Include contact name and email address or telephone number

List of school districts or government agencies for which the bank has provided service within the last five years, indicate whether any of the districts have ceased their relationship with the bank, and a brief explanation why the relationship was terminated

#### **E. Proposed Fee Structure:**

A proposed fee structure for the performance of banking services

Costs for related expenses

#### **F. Claims Against Respondent and Disciplinary Actions:**

A list of claims brought against the Respondent and/or a list of ethical complaints filed against the Respondent, in the last five years, and the determination of those claims or complaints.

G. Include a two paragraph executive summary of rationale describing why your bank should be selected by the District

H. Felony Conviction Notification Form

I. Federal Work Authorization Program (E-Verify) Addendum

J. Federal Work Authorization Program Affidavit

## **2. SUBMITTING A RESPONSE**

In submitting a proposal, the Respondent agrees to provide the services outlined in the proposal according to the fee structure enumerated in the same proposal. The successful Respondent will provide a Letter of Engagement for District review which enumerates the terms of the agreement.

The response shall follow the outline above and be concise. Failure to follow instructions may nullify the response from consideration. To be considered for selection, Respondents should clearly limit responses to the specific criteria in the order listed. No joint responses or proposals will be accepted by the District.

The deadline for submitting the response shall be in accordance with the notice. Proposals received after this date and time will not be considered. Telephone or facsimile delivery of proposals will not be considered. The District is not responsible for lateness or non-delivery by the United States Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt. Proposals are to be prepared at no cost to the District and will remain the District's property.

Once submitted to the District in sealed form, bids cannot be altered. By submitting a proposal, the Bank is agreeing to be bound by all the specifications herein. Proposal terms shall be valid for 90 days after the closing date of the RFP.

### **FELONY CONVICTION NOTIFICATION**

**The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.**

**The district may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement”.**

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**Vendor E-mail Address:** \_\_\_\_\_

**Vendor Telephone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Authorized Company Official's Name:** \_\_\_\_\_  
(Printed)

**Signature of Company Official:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)

**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath,  
state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by \_\_\_\_\_ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For \_\_\_\_\_ (company name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

### **PART III: GENERAL CONDITIONS-RESPONSES & SUBSEQUENT CONTRACTS**

**1. SCOPE:**

The following terms and conditions shall govern the submission of proposals and subsequent contracts.

**2. DEFINITIONS AS USED HEREIN:**

- a. The term "request for proposal" or RFP means a solicitation of a formal, sealed proposal.
- b. The term "Respondent" or "firm" means the person or entity submitting a formal sealed proposal.
- c. The term "District" means Riverview Gardens School District No. 53.
- d. The term "School Board" means the governing body of the District.
- e. The term "contractor" means the Respondent awarded a contract under this proposal.

**3. COMPLETING PROPOSAL:**

All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the Respondent and required information must be provided. The contents of the proposal submitted by the successful Respondent will become a part of any contract award as a result of this solicitation.

**4. REQUEST FOR INFORMATION:**

Any requests for clarification of additional information deemed necessary by any Respondent to present a proper proposal shall be made in accordance with the timeline. All requests will be responded to in writing by the District in the form of an addendum addressed to all prospective Respondents. Verbal responses and/or representations shall not be binding on the District.

**5. CONFIDENTIALITY OF PROPOSAL INFORMATION:**

All proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of Riverview Gardens School District and will be part of public record.

**6. SUBMISSION OF PROPOSAL:**

Proposals are to be sealed and submitted prior to the date and time indicated on the Formal Bid Proposal Form. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of Respondents. Proposals received after the date and time indicated on the Formal Bid Proposal Form shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted prior to the proposal submission deadline. Each Respondent may submit only one (1) response to this proposal.

**7. NEGOTIATION:**

The District reserves the right to negotiate any and all elements of this proposal. The District will attempt to negotiate and contract for services described in this solicitation with the most qualified firm(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached.

**8. TERMINATION:**

Subject to the provisions below, any contract derived from this RFP may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the District until said work or services are completed and accepted.

(a) TERMINATION FOR CONVENIENCE

In the event that the contract is terminated or cancelled upon request and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

(b) TERMINATION FOR CAUSE

Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

9. **TAX EXEMPTION:**

The District and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

10. **SAFETY:**

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

11. **RIGHTS RESERVED:**

The District reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the District. The District reserves the right to use the services of multiple firms.

12. **RESPONDENT PROHIBITED:**

Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the District.

13. **DISCLAIMER OF LIABILITY:**

The District, or any of its agencies, will not hold harmless or indemnify any Respondent for any liability whatsoever.

14. **HOLD HARMLESS:**

The contractor shall agree to protect, defend, indemnify, and hold the School Board, Riverview Gardens School District, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

15. **LAW GOVERNING:**

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

**16. ANTI-DISCRIMINATION CLAUSE:**

No Respondent of this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

**17. CONFLICT OF INTEREST:**

The successful Respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm. No salaried officer or employee of the District and no member of the School Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed to work on this project.

**18. INSURANCE:**

The contractor shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

a. PROFESSIONAL LIABILITY

Professional liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000.00 each claim/\$1,000,000.00 aggregate, including errors and/or omissions.

b. COMMERCIAL GENERAL LIABILITY

Limits:

Each Occurrence:	\$ 1,000,000
Personal & Advertising Injury:	\$ 1,000,000
Products/Completed Operations Aggregate:	\$ 2,000,000
General Aggregate:	\$ 2,000,000

Policy must include the following conditions:

Contractual Liability

Independent Contractors

Additional Insured: Riverview Gardens School District

c. AUTOMOBILE LIABILITY

Policy shall protect the contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. All owned autos; hired autos; and non-owned autos

Limits of auto liability insurance shall be the same as required in the Commercial General Liability section **with the exception** of the District being named as additional insured.

d. WORKERS' COMPENSATION

This insurance shall protect the contractor against all claims under applicable State Workers' Compensation Laws. The contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

Workers' Compensation:  
Employer's Liability:

Statutory

Bodily Injury by Accident:	\$ 500,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Policy Limit
Bodily Injury by Disease:	\$ 500,000 Each Employee

Before entering into contract, the successful Respondent shall furnish to the District Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage and identifying the District as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the District a partner or joint venture with the contract Respondent in its operations hereunder.

Prior to any material change or cancellation, the District will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the District will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the District, shall apply in excess of and not contribute with insurance provided by policies named in this contract. The certificate holder on the Certificate of Insurance shall be as follows:

Riverview Gardens School District  
1370 Northumberland Drive  
St. Louis, MO 63137

**19. COSTS**

All costs incurred in the preparation of the response to this RFP shall be the sole responsibility of the Respondent.