



Diamond R-IV School District

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417-325-5186

Mr. Chris Nelson
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Diamond Central Office
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Mr. Ron Gray
Maintenance/Transportation Director
Diamond Central Office
417-325-5189

Dr. Laura Weaver
Special Services Director
Diamond Central Office
417-325-7321

Mr. Chris Mettlach
Principal / Activities Director
Diamond High School
417-325-5188

Mr. John Lawrence
Principal
Diamond Middle School
417-325-5336

Mrs. Lisa Northup
Principal
Diamond Elementary School
417-325-5189

Mr. Mac Whitehead
Dean of Students
Diamond High School
417-325-5188

To: Prospective Bank Services and Depository Providers

From: Diamond R-IV School District

Subject: Request for Proposal- Bank Services and Depository

The following information is provided for your review and notice:

The Diamond R-IV School District will accept Requests For Proposal (RFP) bid packets for bank services as described in the attached request. Qualified provider organizations are invited to submit a bid proposal as described for review and consideration.

Please note, that all bid proposals shall follow the outlined RFP. Questions or requests for information shall be made by phone or interview, not email.

Dr. Keith White, Superintendent
Diamond R-IV School District
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(417) 325-5188 ext. 4002

Bid proposals must be received or presented by: Wednesday December 2nd, 1:30 PM CST.

Attachment(s)

1. Certification Bid Proposal Form
2. Instructions to Submit, Timeline, and Selection Criteria
3. Procedures/Purpose/ Policy
4. General District Information
5. Scope of Services
6. General Information, Notice(s), and Conditions
7. Depository Bid Sheet

Bid proposals must be received or presented by: Wednesday December 2nd, 1:30 PM CST.

1. Certification Bid Proposal Form

The Diamond R-IV School District reserves the right to reject and all bid proposals, to waive technical defects, and to select the proposal deemed most advantageous to the Diamond R-IV School District.

The undersigned certifies that he/she has the authority to bind the company/organization in an agreement to supply the service(s) or commodity in accordance with all terms and conditions specified herein. Please complete (type or printed clearly) the information below; respondent is required to complete, sign, and return this form with the completed proposal.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone #: _____

Contact Email: _____

Tax ID#: _____

Submittal Statement- I understand and have reviewed the bid proposal information; furthermore, I am authorized to submit this bid proposal and have the authority to bind this company/organization in an agreement to supply service(s) or commodity in accordance with all terms and conditions.

Authorized Signature: _____

Authorized Person Name (Print) _____

Title: _____

Date: _____

(This sheet to be cover page of RFP)

Bid proposals must be received or presented by: Wednesday December 2nd, 1:30 PM CST.

2. Instructions to Submit, Timeline, and Selection Criteria

The RFP must include the Certification Bid Proposal Form, completed and signed as the cover page of all RFP submittals. RFP proposals may include additional information but will be considered “supplemental” information in review of RFP bid proposals.

Clarifications and questions may be directed to the Diamond R-IV School District by phone and/or scheduled meeting. An outline of questions or responses may be maintained by the Diamond R-IV School District.

The following timeline is the Diamond R-IV School District’s estimation of the 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 proposal issued- **November 12th, 2020**

Proposal for Submission- **Must be received or presented by: Wednesday December 2nd, 1:30 PM CST at the Diamond R-IV Administration Building**

Review/Opening of Submissions and Clarifications- **Wednesday December 2nd, 1:35 PM CST at the Diamond R-IV Administration Building**

Recommendation to Board- **Wednesday December 9th at Regular Scheduled BOE Meeting 6:00 PM CST at the Diamond R-IV Administration Building**

Notice to Proceed- December 10, 2020

Agreement Start Date- January 1, 2021

The Diamond R-IV School District will upon RFP submission begin a review process of all RFP bid proposals. Proposals shall be reviewed and evaluated according to their RFP responses and related information. The Diamond R-IV School District reserves the right to interview or request a presentation of the RFP information; if an interview/presentation is requested a time and date will be scheduled. In addition to the signed Certification Form, the following information shall be included in the proposal:

- Basic Information

- Name of bank

- The history, size and organization of the bank

- Direct mailing address

- Conflict of Interest

- Potential Conflict of Interest Statement

- 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.

- Proposed Fee Structure:

A proposed fee structure for the performance of banking services

Costs for related expenses

- 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.

- Executive Summary:

Include a maximum two paragraph executive summary of rationale describing why your bank should be selected by the Diamond R-IV School District.

- Felony Conviction Notification (See Below)

- Federal Work Authorization Program (E-Verify) Addendum (See Below)

- Federal Work Authorization Program Affidavit (See Below)

- Other: Provide a summary of services or resources that will be provided at no cost or as part of the service agreement (example-safe deposit box). The RFP can include other information or criteria information for review.

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

- Financial strength of the proposing institution.
- The location, extent and capabilities of the financial institution's office(s) and employees in Missouri and/or Newton County.
- 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.

3. Procedures/Purpose/Policy

In accordance with §165.211, RSMo., the Diamond R-IV School District of Diamond, Missouri, will accept sealed proposals from financial institutions for the Diamond R-IV School District's banking services. The minimum length of the agreement shall be for one (1) year, with an option by the Diamond R-IV School District to renew at the same terms for up to four (4) additional years. The effective date of the service begins on January 1, 2021, and could be renewed for the period through January 1, 2026, based upon satisfactory annual review.

4. General District Information

The Diamond R-IV School District's operating budget for the 2019-2020 fiscal/academic year was in excess of \$10 million.

The Diamond R-IV School District requires direct deposit of employees. Payroll is monthly for our employees. Direct deposits are issued on the 20th of each month: unless this date is on a weekend or holiday, on average there are 135 direct deposit transactions.

The Diamond R-IV School District has approximately 150 accounts payable checks and 20 ACH credits issued on a monthly basis.

For more information about the Diamond R-IV School District visit our website at: www.diamondwildcats.org

5. Scope of Services

General—it will be the responsibility of the Depository/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>

Services (In general but not limited to):

- Serve as depository for federal and state withholding deposits.
- The Diamond R-IV District requires a location within Diamond R-IV District boundaries at which deposits are to be dropped off. It is the preference of the Diamond R-IV District that deposits are handled at the local branch. If the bank wishes to transfer deposit bags to a central site for processing, any costs to the District for this service must be included in the proposal. The Diamond R-IV District is not willing to use an armored car service.
- Statement cut-off for all accounts must be the last day of each 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.
- Insufficiently funded checks deposited into the Diamond R-IV 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 a cleared check file to download into district accounting software by the fifth working day of each month.
- Furnish numbered three-part deposit tickets and tamper proof plastic bags.
- Provide up to 2,000 checks per year.
- Provide five locking deposit bags for off-site event deposits.
- Time of day for same day deposit is to be 2:00 p.m.; unless otherwise specified.
- Accept overnight deposits thru a secure night drop and provide Diamond R-IV District with keys to the secure night drop.
- Obtain permission from district officials to change deposits by \$5.00 or more; unless prior authorization agreement is reached on daily deposit transactions.
- Furnish cashier checks/money orders.
- Permit and facilitate wire transfers, both verbal and on-line, with secondary authorization required. Wires may be the same day or future dated up to 30 days. Destinations may be preset or added as needed.
- Permit and facilitate debit/credit ACH transactions.
- 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. Diamond R-IV 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 direct deposit of payroll including ACH reversal/deletions.
- Provide investment counseling, if required.
- Provide access to or coordinate purchasing card or credit card systems for Diamond R-IV District use; the RFP must clearly outline if this service is available or not available.
- Provide audit confirmations.
- Provide a free bank account or direct check card to district employees for the purpose of mandatory direct deposit.
- Provide contact numbers and/or 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 Diamond R-IV District except those specifically named and authorized in the contract or by the Treasurer in writing.
- Any subsequent accounts opened by the Diamond R-IV District during the term of the contract will receive the same pricing as those accounts initially opened under the contract.
- The depository may be requested to grant short term loans against anticipated tax revenue (maximum rate established by section §165.131, §165.1412 RSMo.).

General Information, Notice(s), or Conditions

It is understood that if the successful Depository/Bank is not the present depository, then in that event, the present depository will continue to serve as depository until the Diamond R-IV School District has had sufficient time to make an orderly transfer of funds to the newly designated depository.

Any Depository/Bank that knows of a Diamond R-IV 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.

This agreement is not exclusive. The Diamond R-IV District reserves the right to invest surplus funds according to §165.051 RSMo., and maintain bond proceeds outside of the Depository Contract. In addition, if the credit or purchasing card systems are included or not included the Diamond R-IV District reserves the right to negotiate matching terms or agreements with the Depository/Bank or other vendors.

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 Diamond R-IV 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 Diamond R-IV 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, facsimile, electronic or electronic delivery of proposals will not be considered. The Diamond R-IV District is not responsible for lateness or non-delivery by the United States Postal Service or other carrier to the Diamond R-IV District. The time and date recorded by the Diamond R-IV District shall be the official time of receipt. Proposals are to be prepared at no cost to the Diamond R-IV District and will remain the Diamond R-IV District's property. The Bank must use the Diamond R-IV District's depository bid sheets and respond to all items.

Once submitted to the Diamond R-IV 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.

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

1. 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

2. 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 Diamond R-IV District in the form of an addendum addressed to all prospective Respondents. Verbal responses and/or representations shall not be binding on the District.

3. All proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of Diamond R-IV School District and will be part of the public record.
4. Proposals are to be sealed and submitted prior to the date and time indicated on the Certification 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 Certification 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.
5. The Diamond R-IV District reserves the right to negotiate any and all elements of this proposal. The Diamond R-IV 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.
6. 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 Diamond R-IV District until said work or services are completed and accepted.
7. In the event that the contract is terminated or cancelled upon request and for the convenience of the Diamond R-IV District, without the required thirty (30) days advance written notice, then the Diamond R-IV District shall negotiate reasonable termination costs, if applicable.
8. Termination by the Diamond R-IV 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.
9. 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.
10. The Diamond R-IV 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.
11. 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.
12. The Diamond R-IV 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 Diamond R-IV District. The Diamond R-IV District reserves the right to use the services of multiple firms.

13. 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 Diamond R-IV District.
14. The Diamond R-IV District, or any of its agencies, will not hold harmless or indemnify any Respondent for any liability whatsoever.
15. The contractor shall agree to protect, defend, indemnify, and hold the School Board, Diamond R-IV 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.
16. . All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri, and within Newton County.
17. 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.
18. 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 Diamond R-IV 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.
19. All costs incurred in the preparation of the response to this RFP shall be the sole responsibility of the Respondent.
20. Please Note: The included information has been provided to you and all attempts to provide an accurate and detailed scope of services request has been made. Errors, clarifications, or items omitted should be noted to the Diamond R-IV School District. The Diamond R-IV School District will make every effort to facilitate a review process that is professional and convenient to each potential Respondent.

FELONY CONVICTION NOTIFICATION

The person or business entity that enters into an agreement with this school district must give advance notice to the Diamond R-IV 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 Diamond R-IV 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 Diamond R-IV 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 Diamond R-IV District upon request.

Vendor Name: _____

Vendor Address: _____

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:

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;

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;

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;

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;

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 EVerify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

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

Agrees that any failure by your company to abide by the requirements above will be considered a material breach of your contract with the District.

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 _____,
20__

Notary Public

My commission expires _____

DEPOSITORY BID SHEET

THIS FORM MUST BE USED, WITHOUT EXCEPTION. INSTITUTIONS SUBMITTING A PROPOSAL ARE WELCOME AND ENCOURAGED TO SUBMIT ADDITIONAL INFORMATION.

Number of days per month and year used to calculate interest; e.g., 30/360 _____

Indicator upon which checking account interest will be paid:

Where Published Spread + / = / -

91 Day Treasury Bill Auction Rate		
Federal Funds Rate		
Prime Rate		
Other		

Will interest be paid on Ledger Balances or Collected Balances? _____
 If on collected balances, please provide a collection schedule.

Custodian for the collateral: _____

Type of security to be used as collateral: _____

Will depository agree to waive all services charges to District? _____

(If "no", please list any service charges that depository will waive, and indicate a fee for each; also please list any required compensating balances.)

	Yes	No
Acknowledge tax anticipation borrowing and have designated terms		
Acknowledge controlled disbursement and have designated terms		
Acknowledge web payment service and have designated terms		
Acknowledge merchant credit card and have designated terms		
Acknowledge electronic check recover and have designated terms		
Depository agrees to specifications in Request For Proposal		

Other Incentives or Additional Information _____

 Financial Institution

 Authorized Signature

 Date/Telephone Number

 Title