



BRENTWOOD Public Schools

1201 Hanley Industrial Court Brentwood, Missouri 63144
p 314-962-4507 f 314-962-7302 www.brentwoodmoschools.org

**Brentwood School District
Request for Qualifications
For Commercial Real Estate Representative**

May 17, 2021

Letter of Intent Due: May 26, 2021

Questions/Requests for Clarification Due: May 26, 2021

Proposal Due: May 28, 2021, 2:00 PM

Brentwood School District Request for Qualifications (RFQ)

Commercial Real Estate Representative

Acknowledgement: Please acknowledge receipt and interest in this Request for Qualifications (RFQ) by completing the information requested below and faxing it to (314) 962-7302

Acknowledgement due date is **May 26, 2021**.

Provider Name: _____ Contact Name: _____

Address (include City, State, Zip): _____

Phone: _____ Fax: _____ Email: _____

Dates:		Brentwood School District Contact Information Dr. Brian Lane Superintendent of Schools Brentwood School District Central Office Department 1201 Hanley Industrial Court Brentwood, MO 63144 Phone: (314) 962-4507 Fax: (314) 962-7302 blane@brentwoodmoschools.org
Issued	May 17, 2021	
Deadline for Questions	May 26, 2021	
Responses to the Questions	May 27, 2021	
Proposal Due Date	May 28, 2021	
Award of Contract	After June 15, 2021	
Board Meeting: All vendors who respond to the RFQ will receive a notification letter by email within one week after the Board meeting.		

Terms

- All proposals must be mailed or hand delivered in a **sealed, clearly marked** envelope with company name and proposal description and marked **Commercial Real Estate Representative**. **Faxes are not acceptable.**
- All proposals must be signed by an authorized representative of the company.
- The District reserves the right to reject all proposals.
- Brentwood School District is tax exempt.
- The District has the right to accept or deny any proposal considered to be incomplete during the assessment of respondent/bidders.
- All questions must be sent according to Section V,B **“Questions Regarding the Request for Qualifications.”**

Deliver Sealed Proposals to:
Brentwood School District
Commercial Real Estate Representative
Central Office
1201 Hanley Industrial Court
Brentwood, MO 63144

Contact:
Dr. Brian Lane
Superintendent of Schools
(314) 962-4507
(314) 962-7302
blane@brentwoodmoschools.org

I. Introduction

The Brentwood School District (“District”) is issuing this Request for Qualifications (“RFQ”) to engage a Commercial Real Estate Representative for the possible sale and lease back of a Property in the District located at **1201 Hanley Industrial Court, Brentwood, MO 63144**. The District will evaluate submissions of all providers responding to this RFQ (individually, “Respondent”) under the evaluation criteria in this RFQ. This purchase is to be tax exempt and is to be paid after receipt net 90 days.

Proposals are invited from interested realtors to market and take offers on the Property. This solicitation is competitive, designed to enable the Brentwood School District to select the best offer from the realtor best suited to market, sell, and purchase property.

The initial master service agreement will be awarded to the selected agency with a one-year base term. The District will not pay or owe any commission for any transaction or service unless and until the applicable transaction closes successfully. The District also reserves the right to elect not to sell or lease the Property during the one-year term and would agree to pay a nominal time and material fee to the company if necessary.

II. Background of the District

The District is a diverse, public school district located in St. Louis County in Missouri. The District covers approximately 2 square miles, serves approximately 800 students and employs approximately 200 staff. The District has 5 school facilities, including 2 elementary schools, 1 middle school, 1 high school, and 1 specialty campus.

The governing body of the District is a seven-member Board of Education. The Administration of the District is headed by the Superintendent of Schools.

III. District Terms

- Proposals will be date and time stamped upon receipt.
- **No late proposals will be accepted.**
- The District reserves the right to design the evaluation criteria to be used in selecting the best bid.
- The District reserves the right to provide the final contract for mutual consideration and agreement.
- Should any differences arise as to the meaning or intent of the specifications, the District's decision shall be final and conclusive.
- If the scope of the agreement changes substantially, the district will have the option to rebid the service unless otherwise provided in this procedure.
- The District reserves the right to reduce or increase the amount of services for the original request for bid/proposal/quote due to change in scope of work.
- Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.
- Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any master service agreement or contract may violate these laws, ordinances, and policies. Any such portion of a master service agreement or contract that does violate these laws, ordinances, and polices will be considered null and void.
- The District is exempt from federal excise tax, sales tax, transportation tax and use taxes. Taxes shall not be listed in a proposal or on invoices. A copy of the letter exempting the District from paying these taxes is available from the District upon request by the contractor/vendor.
- No payment at all shall be due or owing for the sale transaction unless and until the applicable transaction closes successfully. If the District elects not to sell the property, the District shall have no obligation to make any payment to the selected firm.
- Each company must meet the following minimum qualifications (company may not use sub-contractors to fulfill any obligations within its contract)
- The selected firm shall have the responsibility to ensure that services are provided to the District.
- Firm must be licensed with the necessary legal entities such as the State of Missouri, county and the local municipalities, etc. to perform the above mentioned services.
- Firm must have experience working for public agencies within the last 5 years similar in nature to the scope of services requested herein.
- The Firm must demonstrate their expertise in sales of similar properties for this geographic area.
- There shall be no hidden costs associated with this proposal. If the contractor/vendor foresees any additional or unexpected costs or charges to be made, these charges need to be explained in the proposal.
- The cost of preparing and submitting a response to this RFQ will be assumed solely by each Firm, whether or not any agreement is signed as a result of this RFQ.

IV. Content of the Proposal

A. Identity of the Respondent

1. **Name of the Respondent** - The Proposal shall include the legal name of the Respondent submitting the Proposal.
2. **Address of the Respondent** – The Proposal shall include the mailing address of the Respondent.
3. **Team of Professionals** – The Proposal shall include the principal contact person and contact information along with resumes of key team members. The Respondent is to also provide an organizational chart that indicates the project’s key personnel and their responsibilities.

B. Billing, Billing Rates, and Reimbursement of Expenses

1. **Billing** – The Proposal shall indicate the commission rate. Commission rate is not the sole deciding factor and may be negotiated prior to submission to the Board of Education for their consideration.

There shall be no hidden costs associated with this bid/proposal/quote. If the contractor/vendor foresees any additional or unexpected costs or charges to be made, these charges must to be explained in the bid/proposal/quote.

No payment at all shall be due or owing for any purchase or sale transaction unless and until the applicable transaction closes successfully. If the District elects not to sell the Property, the District shall have no obligation to make any payment to the selected firm.

Payment will be due net 30 terms of invoicing and upon completions of sale of property.

2. **Qualifications with Respect to Areas in the Scope of Services** – The Proposal shall include a detailed self-analysis of Respondent’s ability to provide services that meet the needs of the District, addressing each area set out in the Scope of Services, Section III, above. The self-analysis should include Respondent’s experience providing services to entities similar to the District and include Respondent’s experience in the areas Discussed in the Scope of Services.
3. **Additional Qualifications** – Respondent may provide the District with additional information Respondent believes is pertinent to an assessment of Respondent’s qualifications. Additional information may include memberships in professional organizations, access to research data bases, and conferences/workshops at which Respondent’s personnel have presented on relevant topics.
4. **Litigation History** - List all litigation in the last five years, filed against the firm or firm’s employees. State the beginning and end date, each lawsuit, case, or proceeding and the judgment or resolution or anticipated judgment or resolution.

C. References

1. **Number of References** – Respondent shall submit five (5) client references.
2. **Type of References** – References from school districts or other governmental entities are preferred with similar types of property sale.
3. **Content of References** – References must include the following information: name of the entity, address of the entity, telephone number of the entity, and the individual at the entity to be contacted.

IV. Content of the Proposal (continued)

D. Conflicts of Interest

Relationships with Members of the Board of Education and Administration – Respondent shall state any professional, business, or familial relationship that Respondent as an entity or principals of Respondent has or have with any current member of the Board of Education of the District, or with any administrator of the District.

E. Firm 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.

F. Hold Harmless

The Respondent shall agree to protect, defend, indemnify, and hold the School Board, the Brentwood 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.

G. Insurance

Insurance written through a company duly authorized to conduct business in the State of Missouri and with a A.M. Best Rating of A, financial size VII or higher and of the types and in the amounts described below.

1. **Commercial General Liability Insurance.** Commercial general liability (“CGL”) naming District as an additional insured in the amount of \$1,000,000 each occurrence/ \$2,000,000 aggregate. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, District.
2. **Business Auto Liability Insurance.** Business auto liability and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).
3. **Workers Compensation Insurance.** Workers' compensation and employer's liability insurance shall not less than the statutory limits.

IV. Content of the Proposal (concluded)

G. Insurance (concluded)

4. **Errors and Omissions Insurance (Professional Liability).** Errors and omissions insurance covering the professional services contemplated under the Agreement with a limit of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate. All coverage shall be retroactive to the earlier of the date of this Agreement or the commencement of the PS's services in relation to any Project authorized hereunder, covering personal injury, bodily injury and property damage. By requiring the insurance as set out herein, the District does not represent that coverage and limits will necessarily be adequate to protect Construction Manager, and such coverage and limits shall not be deemed as a limitation on Construction Manager's liability under the indemnities provided to the District in this Agreement, or any other provision of the Contract Documents. Construction Manager shall provide certified copies of all insurance policies required above within ten (10) days of District's written request for said copies.
5. Before entering into contract, the successful firm shall furnish to the District Business 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 consultant 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:

Brentwood School District
1201 Hanley Industrial Court
Brentwood, MO 63144

H. Statement of Assurances and Signature

1. **Assurances** – Respondent shall include a statement that Respondent has read and understands the instructions in this RFQ, and that Respondent can provide the services specified in this RFQ.
2. **Signature** – The original copy of the Proposal shall be signed by an authorized representative of Respondent.

V. Submission of Responses

A. Pre-Submission of Responses

1. **Letter of Interest** - Respondents shall submit a completed letter of interest expressing the Respondent's interest in submitting a proposal. Submission is due **May 26, 2021** by 2:00 PM.
- a. **Principal Contact Person** – The letter must identify the Principal Contact Person at the provider with respect to the RFQ, and provide contact information, including e-mail address, for the principal contact person.
- b. **Mode of Submitting Letter of Interest** – Interested providers may submit the Letter of Interest by United States Mail or as a pdf document attached to an email.
- c. **To Whom to Address the Letter of Interest** – The Letter of Interest should be addressed to:

Dr. Brian Lane
Superintendent of Schools
Brentwood School District
Commercial Real Estate Representative
1201 Hanley Industrial Court
Brentwood, MO 63144
blane@brentwoodmoschools.org

B. Questions Regarding the Request for Qualifications

1. **Questions/Requests for Clarification** – Questions/Requests for clarification regarding the proposal will be accepted up until 2:00 PM, May 26, 2021.
2. **To Whom to Address Questions** – Questions/Requests for clarification regarding the proposal should be addressed to:

Dr. Brian Lane
Superintendent of Schools
Brentwood School District
Commercial Real Estate Representative
1201 Hanley Industrial Court
Brentwood, MO 63144
blane@brentwoodmoschools.org

3. **Mode of Asking Questions/Requests for Clarification** – Questions/Requests for clarification may be submitted by United States Mail or E-Mail.
4. **Responses to Questions/Requests for Clarification** – Inquiries and Responses to Questions/Requests for Clarification will be sent by e-mail to the Principal Contact Person identified in “To Whom to Address the Letter of Interest,” of all providers that have expressed an interest in submitting a proposal.

V. Submission of Responses (concluded)

C. Submission Requirements

1. **Date and Time Proposal Is Due** – The Proposal must be submitted not later than 2:00 PM, on May 28, 2021.
2. **Location of Submission** – Proposal shall be submitted to:

Dr. Brian Lane
Superintendent of Schools
Brentwood School District
Commercial Real Estate Representative
1201 Hanley Industrial Court
Brentwood, MO 63144
3. **Identification of Submission** – The Proposal shall be enclosed in a sealed envelope labeled: **COMMERCIAL REAL ESTATE REPRESENTATIVE**.
4. **Form of the Submission** – The District will accept hard copies of the Proposal, **only**. Electronic or facsimile copies **will not be accepted**.
5. **Number of Copies** – The Submission shall include one (1) original and four (3) copies of the Proposal.
6. **Contents** – The Proposal must include all of the information required by the **Content of the Proposal** section.
8. **Withdrawal of Proposal** – Respondent may withdraw its Proposal up to one hour before the Proposals are to be opened. **“Openings of Proposals.”**
9. **Opening of Proposals** – The District shall open the Proposals in public on May 28, 2021 at 2:00 PM in the Central Office of the District.

VI. Awarding of Contract

The Board of Education will consider the recommendations of the committee and will decide whether to award the contract for Commercial Real Estate Representative to the provider or providers which, in the sole discretion of the Board of Education, offers the services in the best interest of the District. The Board of Education reserves the right to reject any and all proposals. The decision of the Board of Education is final.

1. **Date of the Award** – It is the intention of the Board of Education to award a contract under this RFQ on or after June 4, 2021. However, the Board is not bound by this date, and may take up to ninety (90) days after proposals are submitted to award a contract under the RFQ.
2. **Contract** – If a Proposal is accepted, the District and Respondent shall enter into a contract consistent with this RFQ, the Proposal, and such additional terms as negotiated between the District and Respondent.
3. **Duration of the Contract** – The agreement will shall be for an initial term of 12 months where the agreement may be extended upon the written consent of both the District and respondent. There will not be an automatic continuance of this agreement.
4. **Failure to Contract** – Failure of the District and Respondent to agree on the terms of the contract may cause the avoidance of the award.
5. **Negotiated Price** – Although an initial price is a part of the proposal, the District reserves the right to negotiate a final commission.

VII. Other Provisions

- A. The RFQ – in part or in whole – is not intended to be, nor shall it be construed as being, a commitment of any kind by the District. There is no expressed or implied obligation for the District to reimburse responding providers for any expenses incurred in preparing a Proposal in response to this request.
- B. The District reserves the right to reject any or all proposals.
- C. The District reserves the right to waive any informalities and minor irregularities in any proposal received. The District, in its sole discretion, will determine whether an irregularity is minor.
- D. Proposals, fees, costs, terms and conditions shall remain firm for ninety (90) days from the due date for proposals.
- E. Proposals may not be withdrawn for ninety (90) calendar days from the due date for proposals without the express written consent of the District.
- F. Respondent is responsible for its own verification of all information provided to it. Respondent must satisfy itself, upon examination of this RFQ, on the intent of the terms, conditions, and specifications.
- G. The District may award a contract based upon the initial proposals received, without further communication with the Respondents.
- H. The District, at its option, may conduct interviews after receipt of the proposals.

VII. Other Provisions (concluded)

- I. The District reserves the right to enter into negotiations to clarify and qualify terms in a Proposal.
- J. The District reserves the right to negotiate final contract terms with any Respondent, regardless of whether such Respondent was interviewed.
- K. Respondent shall not offer or give any gratuities, favors, or anything of monetary value to an officer, employee, agent, or Board of Education member of the District to influence favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process. Such practice shall result in automatic rejection of the Proposal.
- L. No Respondent shall engage in any activity or practice, by itself or with other Respondents, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Such practice shall result in automatic rejection of the Proposal.
- M. If a conflict arises between the Proposal and the RFQ, the District shall resolve any inconsistency in favor of the RFQ. The District shall resolve all inconsistencies and/or disputes pertaining to the RFQ and a Proposal in good faith. Respondent agrees to abide by the decision of the District.
- N. The District is committed to providing equal opportunity in all areas of recruiting, hiring, retention, promotion, and contracted service. The District further commits itself to the policy that there shall be no unlawful discrimination against any person because of race, color, religion, disability, age, gender, or national origin.
- O. Nothing contained here will create any contractual relationship between the District and the Respondent submitting a proposal. Statements contained in the response of the successful Respondent may become part of the agreement for services.
- P. Information received from each Respondent will become the property of the District. Information submitted by the Respondent cannot be considered confidential unless specifically identified as such by the Respondent.
- Q. The District is not responsible for any costs incurred by any Respondent for any work performed relative to the preparation of the Response to this Request for Qualifications or subsequent negotiations of a contract.

VIII. Important Dates

Activity	Date
Solicitation is publicly advertised	May 17, 2021
Written questions due	May 26, 2021
Responses to questions	May 27, 2021
Proposal submission deadline at 2:00 PM	May 28, 2021
Analysis of Proposals	June 4, 2021
Anticipated Selection	June 15, 2021

IX. Required Forms

Respondents shall execute the following forms and return the signed original with their proposal.

1. **Company Identification Form** - provides basic information for the Respondent and the primary contact information for the company representative.
2. **References and Experiences** - Respondents will provide evidence of relevant experiences which make them the best fit for the District and document their ability to meet the needs of the District to the selection committee.
3. **Bid Certification** - Respondent certifies that they have not offered any pecuniary benefit or thing of value to gain advantage or influence a decision in this matter.
4. **Notification of Criminal History of Contractor** - A person or business entity that enters into a contract with a 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
5. **Debarment, Suspension and Ineligibility Certification** - Contractors and all sub-recipients must certify that their organization and its principal owners are not suspended or debarred by a federal agency through the sam.gov system.
6. **E-Verify** - E-Verify compares information from an employee's Employment Eligibility Verification Form I-9 to data from U.S. government records. If the information matches, that employee is eligible to work in the United States. If there is a mismatch, E-Verify alerts the employer and the employee is allowed to work while he or she resolves the problem; they must contact the appropriate agency to resolve the mismatch within eight (8) federal government work days from the referral date. The program is operated by the Department of Homeland Security (DHS) in partnership with Social Security Administration.
7. **Certification Regarding Israel** - Anti-Discrimination of Israel Act, requires state contractors to certify in writing that they do not and shall not, for the duration of the contract, engage in a boycott of Israel or companies doing business in Israel.
8. **W-9** Form W-9 is the IRS form used by the District to request your taxpayer identification number. You may get a blank Form W-9 to fill out if you or your business is hired to provide goods or services. Filling out a W-9 is straightforward. Just provide your name and Social Security Number, or the name and Employer Identification Number of your business. By submitting a W-9, you are certifying that the tax id number you are providing is correct and accurate.

Attachment 1: Company Identification Form

Designate one individual as the Company’s representative to the District during the term of the contract. The representative will be contacted to solve any and all problems that may arise concerning the Proposal during the evaluation period. The undersigned Company hereby agrees to be bound by the terms of the RFQ and that the enclosed Proposal is submitted in accordance therewith. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Company to provide the services required by the District for the specified period. By signing this Company Identification Form, the Company certifies that there are no “PARTIES OF INTEREST” or “CONFLICTS OF INTEREST”, as defined by state and/or federal regulations, existing between the Company and the District or any of its employees, agents or Board of Education members.

Legal Name	Representative Name	Title
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Address	City/State/Zip	Phone #	Fax #
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E-Mail Address: _____

Years in Operation	Years under current structure and/or under previous structure
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1: Name of Company’s Officers

NAME	TITLE
_____	_____
_____	_____
_____	_____

2: The undersigned hereby acknowledges the receipt of the following addenda (if applicable)

Addendum	Date		
Number	Date Issued	Acknowledged	Signature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3: The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFQ, and that the terms and conditions set forth in the Proposal will remain open for at least 90 days from the deadline for submission of Proposals.

Company Officer’s Name

Signature Date

Attachment 2: References and Experiences

Each Company must submit a minimum of five (5) references. Each reference must be presently using services similar to those requested in this RFQ. No reference may be an affiliate of the Company or the Company's officers, directors, shareholders or partners.

List as primary references any contracts currently in force with public school districts; include contacts and telephone numbers for each reference. Use additional pages for additional contracts.

1: Company Name: _____
Business Address: _____
Name and Title of Contact: _____
Phone Number of Contact: _____
Contract Length: _____ Contract Value: _____

2: Company Name: _____
Business Address: _____
Name and Title of Contact: _____
Phone Number of Contact: _____
Contract Length: _____ Contract Value: _____

3: Company Name: _____
Business Address: _____
Name and Title of Contact: _____
Phone Number of Contact: _____
Contract Length: _____ Contract Value: _____

4: Company Name: _____
Business Address: _____
Name and Title of Contact: _____
Phone Number of Contact: _____
Contract Length: _____ Contract Value: _____

5: Company Name: _____
Business Address: _____
Name and Title of Contact: _____
Phone Number of Contact: _____
Contract Length: _____ Contract Value: _____

Attachment 2: References and Experiences (concluded)

All Contracts terminated for default within the last five (5) years should be noted below. Termination for default is defined as notice to stop performance due to Company’s nonperformance or poor performance. Submit full details of all terminations for default experienced. The District will evaluate the facts and may at its sole discretion reject the Company’s Proposal if the facts discovered indicate that the completion of a contract resulting from this RFQ may be jeopardized by selection of the Company. If the Company has experienced no such terminations for default in the past five (5) years, so indicate.

TERMINATED CONTRACTS WITHIN THE LAST FIVE (5) YEARS.

	#1	#2	#3
Company Name			
Business Address			
Name of Contact			
Title of Contact			
Telephone Number of Contact			
Contract Length			
Contract Value			

Attachment 3: Bid Certification

The undersigned Bidder (Contractor), by signing and executing this bid, certifies and represents to the District that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, member of the board of education, agent or employee of the District concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

FIRM NAME _____

PHONE _____ EMAIL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNED BY _____ TITLE _____

PRINTED NAME _____ DATE _____

Attachment 4: 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: _____

Attachment 5: Debarment, Suspension and Ineligibility Certification

To be provide a complete proposal a Contractor must certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

VENDOR'S NAME:

Authorized Officer or Agent: _____

Printed name of company official signing above: _____

Date Signed: _____

Attachment 6: 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 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)

Name and Title: _____
(printed)

For and on behalf of: _____
(printed company name)

Attachment 7: Certification Regarding Israel

1. Contractor hereby certifies in writing to the **Brentwood School District** as follows (for purposes of this certification, Contractor shall be referred to as Company):

That Company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

2. As used in this certification, the following terms and phrases shall be defined as follows:

(a) "Boycott Israel" and "boycott of the State of Israel", engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion; and

(b) "Company", any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

In Witness Whereof, the foregoing certification is entered into as of _____, 20____.

Contractor/Company: _____

Authorized Signature: _____

Printed Name: _____

Appendix A: Scope of Services

While the following list is not to be considered all-inclusive services, it does present a general scope of services:

- A. Recommend the listing price of the site located at 1201 Hanley Industrial Court, Brentwood, MO 63144, (hereafter referred to as the Property) based on marketability and similar sales in the area.
- B. Recommend a minimum sales price for the District to consider and projected timeline for sales at various listing prices.
- C. Develop a marketing plan for the sale of the Property.
- D. Advertise the Property for sale.
- E. Present offers to the District with recommendation for acceptance or refusal.
- F. Provide the District with a quarterly status report listing:
 - a. Date and listing of when the Property was advertised.
 - b. Listing of contacts made, either in response to specific inquires or realtor initiated.
 - c. Impression as to progress of marketing effort.
 - d. Suggestions, if any, as to how to change or improve the marketing plan.

Note: The Property owned by the District will be considered surplus property, as referenced in District Policy DN-2 – SURPLUS DISTRICT POLICY and DN-2-AP(1):

“The district purchases property with public funds to further the educational mission of the district, and the Board expects district employees to care for and use district property efficiently. When the district no longer needs property or the property is not suitable to the district's needs, the Board, by an affirmative vote of not less than two-thirds of the whole Board, may authorize and direct the sale and transfer or lease of the property in accordance with law.

Real property may be sold or leased by listing the property with one or more real estate brokers and paying a commission upon such sale or lease. Real property not disposed of in this way may be sold or leased to the highest bidder. Personal property may be sold to the highest bidder or otherwise disposed of as allowed by law. The Board reserves the right to reject all bids. Property may also be sold or leased for public uses and purposes to a community group or a city, state agency, municipal corporation or any other governmental subdivision of the state located wholly or partially within the boundaries of the district.

The superintendent or designee shall create administrative procedures to implement this policy in accordance with state law on the sale of surplus property.”

“Real Estate Property (Real Property)

The following procedures will be used to sell or lease real estate no longer needed for public school purposes:

1. The superintendent or designee may obtain a real estate appraisal from a licensed real estate appraiser that reflects the fair market value of the property.
2. Real estate may be sold or leased by listing the property with one or more real estate brokers licensed by the state of Missouri and paying a commission upon such sale or lease.

Appendix A: Scope of Services (concluded)

3. The real estate may be sold or leased for public uses and purposes at an agreed-upon sum to a community group or a city, state agency, municipal corporation or any other governmental subdivision of the state located wholly or partially within the boundaries of the district. Notice of the sale must be given by publication in a newspaper once a week for two consecutive weeks, and the last publication must be at least seven days and not more than fourteen days prior to the date of sale. The newspaper must be within the county in which all or a part of the district is located and must have a general circulation within the district.
4. Real estate not sold or leased by either of the methods listed in items two and three must be sold or leased to the highest bidder.
 - ▶ The district must give public notice that it is holding real estate for sale or offering it for lease.
 - ▶ The notice must be published in a newspaper once a week for two consecutive weeks, and the last publication must be at least seven days and not more than fourteen days prior to the date of the bid opening. The newspaper must be within the county in which all or a part of the district is located and must have a general circulation within the district.
 - ▶ All bids shall be submitted formally as closed bids and will be opened in an open meeting.
 - ▶ If leased by bid, potential lessees must submit written proposals for lease terms, and the lease proposal offering the most economically advantageous terms shall be considered the highest lease bid.
 - ▶ A purchase proposal may include contingencies. The proposal offering the most economically advantageous terms shall be the highest bid.
 - ▶ If all bids are unsatisfactory, the Board may reject all bids or negotiate an acceptable sale or lease with the highest bidder.
5. The lease or deed of conveyance must be executed by the Board president and attested by the Board secretary. If the district has a seal, it shall be affixed to the deed or lease.
6. The proceeds from the sale or lease of real estate shall be credited to the incidental fund.”