



REQUEST FOR PROPOSALS

School District of Lee County
Department of Procurement Services
(239) 337-8180 Phone

Release Date: January 31, 2014
RFP No.: R147158BCN
RFP Title: **BANKING AND FINANCIAL SERVICES**
Contact: BrandiLC@leeschools.net

This proposal must be submitted to The School District of Lee County, Department of Procurement Services, 2855 Colonial Boulevard, Fort Myers, Florida, 33966-1012, no later than **2:00p.m. local time on Friday, February 28, 2014** and plainly marked **RFP No. R1471458BC, BANKING AND FINANCIAL SERVICES**. Proposals are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST

For each item below initial that forms are accurately completed, signed by an officer of the business, and returned with the proposal.

- | | |
|---|---|
| <input type="checkbox"/> Proposal Response Form, two (2) tabs (Attachment A) | <input type="checkbox"/> Waiver of Trade Secret Form (Attachment H) |
| <input type="checkbox"/> Reference Form (Attachment B) | <input type="checkbox"/> Sealed Proposal Label (Attachment I) |
| <input type="checkbox"/> Insurance Requirements Form (Attachment C) | <input type="checkbox"/> One (1) manually signed proposal, eight (8) copies, and one (1) electronic version in usable Microsoft Word or Excel format on CD/DVDs or flash drives as required herein. |
| <input type="checkbox"/> Current Certificate of Insurance as required herein | <input type="checkbox"/> FDIC certificate |
| <input type="checkbox"/> Addenda Acknowledgement Form (Attachment D) and copies of each addendum issued, if any | <input type="checkbox"/> C.R.A compliance documentation |
| <input type="checkbox"/> Debarment Form (Attachment E) | |
| <input type="checkbox"/> Drug Free Workplace Certification Form (Attachment F) | |
| <input type="checkbox"/> Public Entities Crime Form (Attachment G) <u>must be notarized</u> | |

Proposer Business Name: _____

Proposer Taxpayer Identification Number: _____

Address: _____

City, State & Zip Code: _____

Telephone: _____ Fax: _____

Name of Owner or Authorized Officer/Agent: _____

Title: _____ Date: _____

Email Address: _____ Internet URL: _____

Signature of Owner or Authorized Officer/Agent: _____

(Proposal must be signed by an officer or employee having authority to legally bind the proposer)

Anti-Collusion Statement/Public Domain: I, the proposer, have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal. I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

Proposal Certification: By my signature, I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **Required Submittal Checklist**, I further certify complete and unconditional acceptance of the contents inclusive of this Request of Proposal, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A “NO RESPONSE” FOR THE REASON(S) CHECKED BELOW:

- | | |
|---|---|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Addendum received too late to respond |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> Our schedule will not permit us to respond | <input type="checkbox"/> We do not offer the product or service requested |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> Remove our company name from this commodity listing only |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Keep our company on the bid list for future bids |
| | <input type="checkbox"/> Other |

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GENERAL CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

1. **Sealed Proposal Requirements:** The "Request for Proposals" sheet must be completed, signed, and returned with each proposal. Proposers must submit one original, manually signed proposal signed by a representative authorized to legally bind the Proposer to the provisions herein; additional copies as required in the detailed specifications; one electronic version on CD/DVD or flash drive identical to the original in PDF format; and all attachments and forms completed as required herein. Additional proposal submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Proposers must use the form(s) furnished by The District. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** for the purpose of this Request for Proposals (RFP), the following words and phrases shall have these meaning:
 - a) "District" shall mean The School District of Lee County, Florida.
 - b) "Proposer" shall mean any person, firm or corporation who submits a proposal pursuant to this RFP.
 - c) "Vendor" shall mean the successful proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Proposer's Responsibility:** It is the responsibility of the Proposer to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date. Proposers are required, before submitting their proposal, to obtain and carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
4. **Proposal Submittal:** All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in a sealed envelope.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification Variances:** For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this RFP, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the RFP due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP documents. No correction or clarification of any ambiguity, inconsistency or error in the RFP terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the RFP documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Delivery of Proposal:** One proposal clearly marked "Original", copies as required herein and an electronic version on CD/DVD or flash drive identical to the original in a useable Microsoft Word or Excel format, of response must be furnished and arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this RFP, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the RFP specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the RFP general conditions, specifications or RFP submittal requirements. The response shall be submitted in a sealed envelope addressed to The School District of Lee County, Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, FL 33966-1012.
 - a) If a proposal is delivered in person, Proposer must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front door; present proposal to Procurement Department representative for official date/time stamping.
 - b) Proposals received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this RFP.
10. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the RFP at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
11. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned unopened and shall not be considered for award. The District will not be responsible for proposals received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.

12. **Processing Time:** It is understood that the normal proposal processing time shall be 90 days after the opening date of this RFP, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.
13. **Original and Renewal Term:** The award resulting from this RFP shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this RFP (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District. The Proposer agrees to these conditions by signing its proposal.
14. **Lobbying:** Proposers are hereby advised that they are not to lobby with any District Personnel or Board Members regarding this RFP. All inquiries must be written and directed to the Department of Procurement Services.
- a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Proposer or any individual on behalf of a Proposer will result in rejection/disqualification of said proposal.
- b) Violation of this provision regarding lobbying may also result in disqualification of the Proposer from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Procurement and as acted upon by the Superintendent and the School Board, as appropriate.
15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
16. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the RFP specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.
- a) Proposers will be evaluated and ranked based on their written responses to the grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create, and select respondents from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. The District reserves the right to negotiate individually or collectively with the top ranked firms. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.
- b) After evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties at the office of the Department of Procurement Services and shall remain posted for a period of no less than three (3) days. This information shall also be posted on School District of Lee County's website <http://procurement.leeschools.net/bids.htm>.
- c) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.
17. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this RFP are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.
18. **Contract Documents:** The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. as a result of an award for this RFP, the order of precedence for the governing contractual documents shall be: the RFP, any addenda to the RFP, the submitted proposal and mutually agreed upon negotiated changes including vendor agreements, and corresponding purchase orders and change orders. Each proposal is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and The District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.
19. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
- a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
- b) The School District of Lee County serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach and Sanibel. The District's

enrollment is approximately 80,000 K-12 students. With approximately 11,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is the largest employer in Lee County.

20. **Vendor Performance:** The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the RFP. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

- a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- a) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- b) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.
- c) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- d) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Vendor's personnel shall be aware that it is illegal to have in one's possession any firearm, illegal drug or alcoholic beverage while on District property.
- e) Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- f) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- g) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.
- h) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.
- i) The Vendor shall be responsible for all damages caused by the Vendor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- j) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities,

footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.

- k) Vendor acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.
- l) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such Utilities service. If Vendor fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Vendor within five (5) business days of written demand for same from The District.
- m) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.
- n) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

- 21. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.
- 22. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this RFP are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (30) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as

provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement.

23. **Default:** In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
24. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the Proposer assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
25. **Indemnity:** **This General Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive", unless vendor is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.
26. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
27. **Drug Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.
28. **Ethics:** All awarded proposers shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
29. **Confidentiality:** Proposers shall be aware that all submittals provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality with the exception of "sealed" financial statements.
30. **Invoicing:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department. The Vendor will provide **two copies of the original invoice to The School District of Lee County, Financial Accounting Department, located at 2855 Colonial Blvd, Fort Myers, FL 33966-1012.**
 - a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
31. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.
32. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
33. **Bid Protest:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and failure to follow any other requirements in the bid protest procedures established by the School District of Lee County, Florida shall constitute a waiver of all protest rights.
34. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service.
 - b) Provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the vendor upon termination of the contract and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure.
35. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have

completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify The District within 48 hours of such.

- a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
- b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring vendors to be fingerprinted in every District in which they provide services.
- c) Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
- d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Vendor.

36. **Vendor Process for Fingerprinting:** Upon award, Vendor is required to comply with the requirements of Florida Statutes.

COST: \$94.50/Fingerprint (Price includes \$54.50 for fingerprints, \$24.00 for 5 year retention fee, \$10 for badge, \$6 for processing fees).

LOCATIONS: Pack & Send UPS Store
8595 College Parkway 8805 Tamiami Trail
Fort Myers, FL 33919 Naples, FL 34108
Phone: (239) 433-0747 Phone: (239) 597-9221

HOURS: 8:00 a.m. - 5:00 p.m. (M-F); 10:00 a.m. - 4:00 p.m. (Sat)

Vendors must register on-line to schedule fingerprinting and choose their method of payment (credit card or money order).

Register at <http://lee.sofn.net>

PUBLIC NOTICE

**RFP # R147158BC
BANKING AND FINANCIAL SERVICES
Friday, February 28, 2014 at 2:00 PM local time**

Sealed proposals for **Banking and Financial Services** will be received from eligible proposers at the School District of Lee County (hereinafter "The District"), **Department of Procurement Services**, 2855 Colonial Blvd, Fort Myers, FL 33966, until **Friday, February 28, 2014 at 2:00 PM local time**. The District is seeking competitive proposals from qualified, interested parties that provide banking and financial services to Florida public entities. It is the intent of the District to implement the plans selected as a result of this award effective in June, 2014.

Minimum Qualifications: The following requirements are necessary for proposals to be considered for evaluation.

- 1.1 Financial Institution must be an active Qualified Public Depository (QPD). This will be confirmed at RFP opening by the Procurement Agent responsible for this RFP at the following website:
https://apps8.fldfs.com/CAP_Web/PublicDeposits/ActiveQPDDisplayList.aspx
- 1.2 Financial Institution must comply with FDIC, 6500-Consumer Protection, Title IX – Electronic Funds Transfer Act. A copy of FDIC certificate shall be included with the response.
- 1.3 Financial Institution shall be compliant with the Community Reinvestment Act (C.R.A.) and shall provide FDIC issued documentation reflecting compliance.

Interested parties must register with the Department of Procurement Services by contacting Procurement Agent Brandi Camelio at BrandiLC@LeeSchools.net and provide the responding proposer name, primary point of contact for this RFP, phone number, and e-mail address.

All proposals submitted shall be in compliance with Attachment A, Proposal Response Form, seven (7) tabs included in the bid specifications, a copy of which may be reviewed or obtained at the Department of the Procurement Services or by downloading from Lee County School District, Procurement Services' website at: <http://procurement.leeschools.net/bids.htm>.

Questions: Questions regarding specifications or intended work shall be submitted in writing to The Department of Procurement Services, Brandi Camelio at BrandiLC@leeschools.net. Questions are due no later than **Friday, February 14, 2014 at 2:00 PM**.

The District does not discriminate based on age, race, color, gender, religion, national origin, disability or marital status.

The School District of Lee County
Department of Procurement Services
2855 Colonial Blvd
Fort Myers, FL 33966-1012

BY: /s/ Brandi Camelio
Brandi Camelio
Procurement Agent

Publicly posted in the lobby of the Lee County Public Education Center on January 31, 2014.

DETAILED SPECIFICATIONS
BANKING AND FINANCIAL SERVICES
RFP No. R147158BC

Overview: The School District of Lee County (the District) is seeking competitive proposals from qualified, interested parties that provide banking and financial services to Florida public entities. Responses will be received by the Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, FL 33966 until 2:00 PM, February 28, 2014. Any questions regarding this Request for Proposals (RFP) should be directed to Brandi Camelio, Procurement Agent, via email at BrandiLC@leeschools.net. Respondents are requested to provide comprehensive program and cost information that will contribute to the District's decision making process regarding the District's banking and financial services provider. The awarded provider will be responsible for working in conjunction with the District's Finance and Information Systems Departments to successfully administer, implement, support, and manage the banking and financial services program.

The District anticipates awarding a single contract to a single proposer for a period of performance of five (5) years plus options for two (2) additional two (1) year periods; however, it shall be at the District's discretion to award any or all categories of service to multiple providers.

The District is seeking proposals that address the following areas of service:

A. Program Features of Banking and Financial Services

1. Florida Public Entity Banking
2. Purchasing Cards
3. Merchant Processing Services
4. E-Payables
5. Other Banking and Financial Services

B. Support Services including:

1. Customer Support
2. Security
3. Implementation
4. Transition Planning
5. Leveraging Information Technology

C. Banking Locations

1. Physical Addresses
2. Distance to District locations

D. All Inclusive Fee Schedule

All materials submitted in response to this RFP shall become the property of the District. The District is governed by the Public Record Law, Chapter 119, and Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(C), F.S., may be exempt from disclosure.

Background Information: The District serves the entire area of Lee County, Florida including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, and Sanibel. With approximately 11,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the District is the largest employer in the county. Lee County is the 39th largest school district in the United States and the 9th largest in the State of Florida with approximately 85,500 students. The District includes 45 elementary schools, 17 middle schools, 4 K-8 schools, 13 high schools, 18 special schools, 3 vocational schools, and 22 charter schools. The charter schools do not share banking services with the District. The District's budget for the past 3 years has averaged \$1.3B. The District's cash balance averages approximately \$20 million monthly (in all accounts including public interest checking), and the cash flow cycle reflects peaks during December which could exceed \$200 million when tax revenues are received, and lower cash balances are experienced during the summer months. Historically the District has invested approximately 90% of available funds in the SBA fund, which has been established specifically for Florida school board investments. The remaining funds have been managed in a non-interest bearing checking account. Since 2007, the District's banking and financial services have been provided by Bank of America, N.A., and the current contract expires on June 2, 2014. To assist Proposers with responding to the RFP, the District's current fee schedule and a summary of the District's last 12 months of analysis statements, not including the public interest checking or SBA funds, are included in this RFP as Exhibit 2. Going forward, the District may choose to leave more funds in the public interest checking account to offset the service fees. The District is governed by Chapter 280, Florida

Statutes, Security for Public Deposits. A detailed description of the chapter can be found at the following link:
<http://www.flsenate.gov/Laws/Statutes/2012/Chapter280>

1. **Minimum Qualifications:** The following requirements are necessary for proposals to be considered for evaluation.
 - 1.1 Financial Institution must be an active Qualified Public Depository (QPD). This will be confirmed at RFP opening by the Procurement Agent responsible for this RFP at the following website:
https://apps8.fldfs.com/CAP_Web/PublicDeposits/ActiveQPDDisplayList.aspx
 - 1.2 Financial Institution must comply with FDIC, 6500-Consumer Protection, Title IX – Electronic Funds Transfer Act. A copy of FDIC certificate shall be included with the response.
 - 1.3 Financial Institution shall be compliant with the Community Reinvestment Act (C.R.A.) and shall provide FDIC issued documentation reflecting compliance.

2. **Evaluation of Proposals:** Proposals shall be scored using the following evaluation criteria

EVALUATION CRITERIA	MAXIMUM POINTS
PROGRAM FEATURES	25
SUPPORT SERVICES & REFERENCES	30
BANKING LOCATIONS	20
FEE SCHEDULE	25

3. **Questions About the RFP:** Any questions concerning the Request for Proposal shall be directed in writing to:

The School District of Lee County
 Department of Procurement Services
 Brandi Camelio, Procurement Agent
 2855 Colonial Blvd., Fort Myers, FL 33966
 Via fax at (239) 337-8200 or
 Email at BrandiLC@leeschools.net

All questions must be received no later than Friday, February 14, 2014 at 2:00 PM. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and their official responses will be issued by the Department of Procurement Services in the form of addenda and placed on the District's website at <http://procurement.leeschools.net/bids.htm#active>. Proposer shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file. No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding to the District.

4. **Contract Term:** The District anticipates awarding a contract for five (5) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for two (2) additional one (1) year periods, for a not to exceed amount of seven (7) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the District. The proposer agrees to this condition by signing its proposal.

5. Estimated Timeline:

January 31, 2014	Release of RFP No. R147158BC
February 14, 2014	Written questions due in the Department of Procurement Services by 2:00 PM, local time
February 28, 2014	Proposals due on or before 2:00 PM local time Department of Procurement Services 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
March, 2014	Evaluation Committee reviews proposals for short-list
March/April, 2014	Optional interviews, schedule at the District's discretion
April/May, 2014	School Board Action

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered proposers. Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

6. **Proposal Submittal:** In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in the proposal. All responses to the RFP shall be submitted in an 8 ½" x 11", edge-bound format. Covers may be slightly larger. Sections shall be tabbed to correspond to the headings listed in this section. Contents shall be in conformance with requested criteria utilizing the Proposer's phrasing to complete the requested listing. Include one (1) original, manually signed proposal, eight (8) copies, and one (1) electronic version on CD/DVD or flash drive identical to the original. Attachments shall be completed in a usable Word or Excel format (e.g. with no locked cells; Adobe PDF is not acceptable). **Failure to comply with proposal submittal requirements may be grounds for proposal rejection.**

6.1 **Title Page:** Include RFP number, subject, the name of the proposer, address, telephone number and the date.

6.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

6.3 **Letter of Transmittal:** Proposer shall include the following information in the letter of transmittal:

6.3.3 Indicate which services the firm is proposing.

6.3.4 Indicate the names of the persons who will be authorized to make representation for the Proposer, their title, email address, and telephone number.

6.3.5 Indicate any and all variances from the RFP specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be conveyed that the proposed product or service fully complies with the specifications and terms and conditions of the RFP.

6.3.6 Provide a summary describing how the program offered fully complies with the following regulations:

6.3.6.1 Code of Federal Regulation, Title 12 – Banks and Banking, Chapter 11 – Federal Reserve System, Part 205, Electronic Funds Transfer (Regulation E);

6.3.6.2 Section 532.01, Florida Statutes – Payment by check, draft, or other order for payment; and

6.3.6.3 Section 655.966, Florida Statutes – Banks and Banking.

6.4 **Required Submittal Checklist:** Proposer shall complete and submit the Request for Proposal coversheet, page 1 of the RFP, with all required information completed and all signatures (blue ink preferred on original) as specified. Any modifications or alterations to this form shall not be accepted and may cause proposal to be rejected.

6.5 **Attachment A – Questionnaire and Proposal Response Form (Pricing):** Proposers shall complete the questionnaire in its entirety and submit an electronic copy, identical to the original signed paper document, in a useable Excel format as provided in Attachment A with the RFP specifications.

- 6.6 **Attachment B - Reference Form:** Proposer is requested to provide three (3) client references for banking services for Florida school districts, other Florida public entities, other government entities, or non-public entities. The District is a large public entity with over 80 locations, multiple bank accounts, a large number of monthly transactions, and a great need for customer service. References should substantiate that service provided was in support of customers with comparable deposits, complexity of banking structure, and customer service need.
- 6.7 **Attachment C - Insurance Requirements Form:** Proposer shall respond to the District insurance requirements.
- 6.8 **Attachment D - Addenda Acknowledgement Form:** Proposer shall complete the form with all required information and all signatures as specified. The Addenda Acknowledgement Form must be signed and returned with the proposal.
- 6.9 **Attachment E – Debarment Form:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.
- 6.10 **Attachment F - Drug Free Workplace Certification:** Proposer shall complete the form with all required information and all signatures as specified. The Drug Free Workplace Form must be signed and returned with the proposal.
- 6.11 **Attachment G - Public Entity Crime Form:** Sworn statement under section 287.133(3), (A), Florida Statutes, Public Entity Crimes, signed and notarized.
- 6.12 **Attachment H – Contract or Agreement:** If Proposer requires clients to sign a contract or any other document that legally obligates the client to any terms and conditions, the Proposer’s contract or agreement documents shall be submitted as Attachment H in the Proposer’s response.
- 6.13 **Attachment I – Waiver of Trade Secret Form:** Proposer shall complete the form with all required information and all signatures as specified. The Waiver of Trade Secret Form must be signed and returned with the proposal.
- 6.14 **Attachment J – Annual Financial Statements:** Proposer shall include the firm’s audited financial statements for the last three (3) calendar years. Optionally, the Proposer may include up to five (5) years of financial statements. A link to a website that contains this information is acceptable.
- 6.15 **Attachment K – Proposal Mailing Label:** Accurately completed and adhered to sealed proposal.

DETAILED SPECIFICATIONS

SECTION A: PROGRAM FEATURES FOR BANKING AND FINANCIAL SERVICES

1. Commercial Account:

- 1.1. Outgoing wire transfers: The District requires acceptance of outgoing wire transfer orders up to 5:00 PM on the banking day the order is placed, and the transfer must be completed same day.
- 1.2. Incoming wire transfers: Same day account credit for incoming wire transfers for whom the bank or its first designated correspondent receives credit.
- 1.3. Intra-bank transfers: Defined as electronic transfers of funds between different accounts at the same Financial Institution. Same banking day use of deposits for intra-bank transfers. These may be made electronically or by phone. The District requires no fees for intra-bank transfers between any accounts held by the District. (e.g. Schools to District's primary account)
- 1.4. Positive Pay: The District currently has fraud protection called Positive Pay and it is used by the District to supply information to the Financial Institution on checks issued on multiple accounts including payroll and accounts payable.
 - 1.4.1. The District will provide the Financial Institution an electronic transmission for the Accounts Payable account no later than one (1) day after the check run. This will supply the Financial Institution with a list of check numbers issued, to whom they were issued and the value of each.
 - 1.4.2. The District will provide the Financial Institution an electronic transmission for the checks issued out of the Payroll account no later than one (1) day prior to the actual pay date. This will supply the Financial Institution with a list of check numbers issued, to whom they were issued, and the value of each.
- 1.5. ACH Direct Deposit of Payroll: The District will provide the Financial Institution an electronic transmission for the Payroll account direct deposit information no less than two (2) days prior to the actual pay date. The Financial Institution shall provide the direct deposit of payroll funds to any Financial Institution that is a member of the Federal wire system no later than 12:01AM on the specified pay date.
- 1.6. ACH Debit and Credit processing and origination.
- 1.7. Notification of ACH returns.
- 1.8. The District requires that any and all account fees and interest earned, regardless of the account, be applied to the District's primary account and a monthly service fee analysis report provided for all District accounts.
- 1.9. Online Banking: A system allowing customers to conduct financial transactions using the internet and without having to go into the Financial Institution. The District currently uses the following online banking services:
 - 1.9.1. Daily activity report;
 - 1.9.2. Adding checks to Positive Pay;
 - 1.9.3. Outgoing ACH activity;
 - 1.9.4. Deposits;
 - 1.9.5. Checks;
 - 1.9.6. Stop Payments;
 - 1.9.7. Voids; and
 - 1.9.8. Cancellations
- 1.10. The District requires flexibility with managing online accounts at a central location with view capability at certain locations. The District requires role based security on any accounts listed under the District name.
- 1.11. The District requires check imaging for all accounts provided on a monthly basis. Images shall include the front and back of each check.
- 1.12. The District requires the ability to deposit funds through the drive-thru using disposable deposit bags. Funds that are deposited by a drive-thru transaction shall be verified and any discrepancies reported to the District designee no later than the following business day. This feature is used primarily by the District's Food Services Department.
- 1.13. The District requires the ability to deposit funds inside a branch location with a teller. Funds that are deposited through an inside face-to-face transaction shall be verified immediately and any discrepancies reported immediately.
- 1.14. Zero Balance Account Sweeps and Reinvestment: Financial Institution will invest one hundred percent (100%) of all collected cash account balances, through a third-party safekeeping agreement, a fully collateralized repurchase agreement or other investment portfolio authorized under 218.415, F.S., and the District's then current investment policy, as provided in Exhibit 3 or a current copy can be found at the following link: http://www.leeschools.net/board/policies/chapter6/605_InvestmentofFunds.pdf
- 1.15. Bank Reconciliations for Accounts Payable and Payroll Accounts: The Financial Institution will provide the District, once a month, both in electronic and paper versions, a numerical listing of checks paid and any outstanding or voided checks. The listing will include exception codes for missing check numbers, checks paid but not on the District's electronic transmission,

checks paid for amounts different than the issued amounts, or other exceptions that may occur. All Accounts Payable and Payroll Account reconciliation reports shall be sequential by check number and value.

- 1.16. Bank statements for all District accounts shall be provided once a month, both in electronic and paper versions preferably within the first two business days of the next month.
- 1.17. Financial Institution will waive all check cashing charges to employees if checks are issued from District accounts to employees.

2. **Purchasing Card (P-Card) Program:** The District currently uses purchasing cards, commonly referred to as P-Cards, for high volume, low dollar purchases which reduces the District's cost associated with these transactions. There are approximately 560 P-Cards issued to District employees at approximately 110 locations. The current P-Card program through Bank of America has been in place for approximately seven (7) years. The program is customizable through the Bank of America WORKS software program, which is managed by the District's P-Card Administrator. The District strongly encourages all Proposers to offer a P-Card program as part of their proposal. The District may, in its sole discretion, select multiple Proposers for award as a result of this RFP. In particular the District may negotiate and award a separate contract to a Proposer exclusively for a P-Card program. Below are the District's requirements for a P-Card program. Proposers shall confirm compliance with the requirements below and also respond to additional questions describing additional service offerings by completing Attachment A, Questionnaire and Proposal Response Form of this RFP.

- 2.1. The District requires any program service be performed in accordance with the regulations and guidelines set forth in the District's Purchasing Card Policies and Procedures Manual as provided in Exhibit 4.
- 2.2. The District requires a fully customizable P-Card program that is free of any monthly, quarterly or annual fees.
- 2.3. The District requires customizable card which may include removing or adding text or logos or other elements of appearance.
- 2.4. The District requires a centralized point of contact at the Financial Institution to ensure coordination of the P-Card program, as well as technical support that has sufficient knowledge of the P-Card program software.
- 2.5. The District requires a 24 hour per day, 365 day per year customer service contact number.
- 2.6. The District will appoint one or more program administrators internally that will have the ability to make any additions or changes to any card within the District's program.
- 2.7. The District requires a software application to fully support administration of the P-Card program. This includes but is not limited to:
 - 2.7.1. Creation of Cardholder profiles;
 - 2.7.2. Changes to Cardholder profiles;
 - 2.7.3. Card Suspension or cancellation;
 - 2.7.4. Cardholder or Administrator ability to review account transaction information;
 - 2.7.5. Online account reconciliation for cardholders;
 - 2.7.6. Online requests for cardholder profile changes to Manager or Department Head;
 - 2.7.7. Online requests for new account generation submitted to District's P-Card Administrator for final approval;
 - 2.7.8. Ability for each location's Principal or Department Head to view and reconcile his or her location's participants account information online and forward the reconciled statements to the District's Finance Department;
 - 2.7.9. Ability for the District's Finance Department representative to reconcile the District's entire account online; and
 - 2.7.10. Ability for the District's P-Card Administrator(s) to view the account transactions of all program participants and to make changes in real-time to any existing account.
- 2.8. The P-Card must have sufficient "brand" recognition and be accepted by the majority of local merchants as well as other national chain merchants. The Visa© or MasterCard© brand is preferred.
- 2.9. Finance or interest charges may only be assessed on balances over sixty (60) days old unless an item is disputed at which point no fees will be assessed.
- 2.10. The P-Card program must be free of purchase money security interests and any other types of liens or mortgages.
- 2.11. Card life shall not exceed two (2) years and all cards shall be subject to early termination.
- 2.12. The P-Card must have a single transaction dollar limit that is enforced by the Financial Institution. The limit shall not exceed a set value that will be provided by the District's program Administrator(s).
- 2.13. The P-Card must have a maximum dollar limitation per billing period, per cardholder that will be established by the District's program Administrator(s).
- 2.14. The P-Card must have complete prohibition of any cash advances or withdrawals.
- 2.15. The District's P-Card Administrator(s) must have the ability to block charges from certain categories via a MCC code.
- 2.16. The District requires the Financial Institution to also have the ability to apply limitations as a P-Card program Administrator in the event the District's Administrator is unavailable.
- 2.17. The P-Card program shall have a reliable fraud protection feature.

- 2.18. The District shall not assume or accept liability for unauthorized use or fraudulent transactions. The District will not accept liability beyond a maximum time frame of twenty-four (24) hours after the Financial Institution is notified of unauthorized use and/or fraudulent transactions.
- 2.19. Reporting: The District requires the Financial Institution to provide detailed reports that will assist the District to establish program controls, prepare business utilization as well as other reports as necessary that meets the District's audit requirements on a monthly, quarterly or annual basis. Reports shall also be available for generation on the District's Administrator web portal in a preferred Microsoft Excel or Adobe PDF format on an adhoc (as needed) basis. The following is a sample list of required reports; others may be needed at any time.
 - 2.19.1. Centralized Analysis Reports;
 - 2.19.2. Department, Division and Agency billing reports;
 - 2.19.3. Individual Cardholder statements;
 - 2.19.4. Vendor Analysis Reports;
 - 2.19.5. Transaction Detail: by Standard Industry Code (SIC); by National Institute of Governmental Purchasing (NIGP) commodity codes; by Supplier; by Small Business Enterprise, Minority Business Enterprise or Women Business Enterprise firms; by Department, Division or Agency; and
 - 2.19.6. Reports used for tax purposes (1099).
- 2.20. The District requires onsite and possibly online training for all aspects of the P-Card program offering.

3. **Merchant Processing Services:** Merchant processing services include the ability to receive credit/debit card payments for goods and services offered by District schools and departments. The District is piloting the use of merchant services, with credit card reading terminals, at three locations and desires to expand this program. It is anticipated that high schools and after school events may be the largest users of this service. At this time, the anticipated volume of this service is unknown. The District encourages Proposers to describe, in Attachment A, the benefits, fees, administration and reconciliation processes of Merchant Processing Services offered by the Proposer.
4. **E-Payables:** The District desires the ability to make payments via the Financial Institution E-Payment (credit card) program. This system will allow the District to pay its vendors by a credit card payment system in lieu of a check or wire transfer. The District is interested in the opportunities for income generation that include any rebates available for this program.
5. **Other Value Added Banking and Financial Services:** The District anticipates there may be additional banking and financial service offerings that will add value to a partnership with a Banking/Financial Institution. Proposers are requested to describe in detail, in Attachment A, their unique service offering, and the related features, benefits and fees for the District.

SECTION B: SUPPORT SERVICES

The District requires a dedicated service team to support the following areas. Please respond to all questions in Attachment A.

6. **Customer Support:**
7. **Security:**
8. **Transition Planning:**
9. **Implementation:**
10. **Leveraging Information Technology:**

SECTION C: LOCATIONS

For reference, the District has provided a list of all locations including ancillary buildings in Exhibit 1. The District is open to exploring Proposer provided secured courier service for some or all school locations.

11. **Banking Locations:** The District has approximately 85 facilities that require full service banking centers relatively close to their respective locations. Please respond to all questions in Attachment A.

SECTION D: FEE SCHEDULE

Provide an all-inclusive listing of all fees to be charged for services proposed for the duration of the contract. Any fees not included in the response to this proposal shall not be accepted by the District throughout the contract term unless specifically agreed to in writing no less than thirty (30) days in advance.

ATTACHMENT A – PROPOSAL RESPONSE FORM AND QUESTIONNAIRE
RFP No. R147158BC
BANKING AND FINANCIAL SERVICES

QUESTIONNAIRE: The District requires detailed responses to the following questions regarding the services requested in this RFP.

SECTION A: PROGRAM FEATURES FOR BANKING AND FINANCIAL SERVICES

1. **Commercial Account:** Explain in detail the features and benefits of your firm's commercial banking account.
 - 1.1 Explain, in detail, your firm's wire management capabilities.
 - 1.2 Confirm the District will have the ability to place outgoing wire transfer orders through 5:00 PM daily and the transfer will also be completed the same day.
 - 1.3 Confirm that incoming wire transfers will be credited to the District's account the same day it is received.
 - 1.4 Confirm that intrabank transfers can utilize same day deposits and be completed verbally by phone or electronically.
 - 1.5 Confirm that ACH Direct Deposit of payroll will be sent to any Financial Institution that is a member of the Federal wire system no later than 12:01 AM on each pay date.
 - 1.6 Explain your firm's ACH Debit and Credit processing and origination system.
 - 1.7 Describe how the District will be notified of ACH returns.
 - 1.8 Confirm your firm will apply all monthly service fees to the District's primary account and provide a monthly analysis report for such fees.
 - 1.9 Explain all online banking services offered by your firm. Be sure to include any of the following that may exist:
 - 1.9.1 Daily activity reports with no less than thirty (30) days of transactions and available for download in Excel format;
 - 1.9.2 Adding checks to Positive Pay;
 - 1.9.3 Outgoing ACH activity;
 - 1.9.4 Deposits;
 - 1.9.5 Checks;
 - 1.9.6 Stop Payments;
 - 1.9.7 Voids; and
 - 1.9.8 Cancellations
 - 1.10 Confirm your firm is able to provide role based security for any account listed under the District's name.
 - 1.11 Verify that your firm will image all District checks, front and back, and provide in electronic format on a monthly basis for all District accounts. Describe any additional options for data preservation that your firm may offer.
 - 1.12 Confirm that any funds deposited by District personnel through a drive-thru teller will be verified for accuracy and any discrepancies reported to the District designee no later than the following business day.
 - 1.13 Confirm that any funds deposited by District personnel inside a branch location with a branch teller, will be verified for accuracy and any discrepancies reported to the District personnel immediately.
 - 1.13.1 The District prefers to have a Net-Interest Account Structure where balances are used first to offset all service charges and any excess funds to be invested is in full compliance with 218.415, F.S., and The District's investment policy as provided in Exhibit 3. What is the current Earnings Credit Rate (ECR) and what is the base index?
 - 1.13.2 What is the proposed investment option for any excess funds? How will your annualized daily interest rate be calculated and what would the interest have been during the month of October 2013 based on the provided analysis statement?
 - 1.13.3 How is interest on non-business days computed?
 - 1.13.4 How often will the Financial Institution credit the concentrated account with the total investment income earned?
 - 1.13.5 Confirm the credit is documented with a credit memorandum, the original being furnished to the District, along with a statement showing the basis of calculation.
 - 1.13.6 Please describe other options which will minimize costs/maximize earnings for the District.
 - 1.14 Confirm your firm will provide the District, once a month, an electronic and paper version, a numerical listing of checks paid, outstanding or voided; include exception codes for missing check numbers, checks that were paid but not on the District's electronic transmission, checks paid for amounts different than the issued amount or other exceptions that may occur. Verify these reports can be sorted sequentially by check number and/or value. The District will consider an electronic version if there is a cost savings to the District.

- 1.15 Confirm that once a month your firm will provide the District, an electronic and paper version, each District account's corresponding monthly bank statement. The District will consider an electronic version if there is a cost savings to the District.
- 1.16 If the District has 5 separate accounts under one parent, explain the process for producing and delivering monthly bank statements and the numerical check listing for each account. Include an estimated timeline for this process. How, in business days, will it take to receive the District's bank statement and numerical check listing for each account as requested? Examples: Primary, Accounts Payable, Payroll, Service, Food Service, and Internal Funds.
- 1.17 Confirm your Financial Institution will provide, at no cost to the District, the maximum allowable F.D.I.C. insurance that is currently allowable under FDIC rules and regulations.
- 1.18 Describe the remote capture deposit capability. Include any required equipment and related fees associated with this function.
- 1.19 Confirm that your Financial Institution will waive all check cashing charges to employees if checks are issued from District accounts to employees. The District is also interested in any employee banking programs, i.e. preferred loan rates or reduced costs for services such as safety deposit boxes.

2. Purchasing Cards (P-Cards):

- 2.1 Describe the features and benefits of your firm's purchasing card program including any rebate program available.
- 2.2 Describe in detail any fees associated with your purchasing card program including finance or interest charges.
- 2.3 Please provide a case study from a public entity or school district of similar size and the annual rebate amount.
- 2.4 Confirm the proposed service will be fully customizable including the card itself.
- 2.5 Confirm the District will receive 24 hour per day, 365 day per year customer service.
- 2.6 Confirm the District will receive, at no additional cost, a software program that fully supports the administration of the P-Card program. Verify it will, at a minimum, include the following:
 - 2.6.1 Creation of Cardholder profiles;
 - 2.6.2 Updates to Cardholder profiles;
 - 2.6.3 Ability to cancel or suspend any given card;
 - 2.6.4 Ability for the Cardholder or District P-Card Administrator to review account transaction information;
 - 2.6.5 Ability for the Cardholder to reconcile his/her account online;
 - 2.6.6 Ability for the Cardholder to request profile changes online;
 - 2.6.7 Ability for new user requests to be submitted online and route for final approval to the District's P-Card Administrator;
 - 2.6.8 Ability for each Principal or Department Head to view and reconcile his/her location's Cardholder accounts and forward the reconciled statements to the District's Finance Department.;
 - 2.6.9 Ability for the District's Finance Representative to reconcile the District's entire account online; and
 - 2.6.10 Ability for the District's P-Card Administrator(s) to view any account transaction for any Cardholder and make any necessary changes to their existing accounts.
- 2.7 Provide the brand information of the card your firm is proposing. Ensure this card has sufficient recognition and is accepted by the majority of local merchants.
- 2.8 Confirm the District will not receive any finance or interest charges on balances less than sixty (60) days old. Confirm the District will not receive any fees on transactions that are under dispute.
- 2.9 Confirm the proposed P-Card program is free of purchase money security interest and any other types of liens or mortgages.
- 2.10 Confirm the card life will not exceed two (2) years and that early termination is available at any time.
- 2.11 Confirm the card is able to have a single transaction dollar limit and that it will be enforced by your firm.
- 2.12 Confirm the card is able to have a maximum dollar limit per billing period, per Cardholder.
- 2.13 Confirm the P-Card offered will not have the ability for cash advances or cash withdrawals.
- 2.14 Confirm the District's P-Card Administrator(s) will have the ability to block charges by MCC code.
- 2.15 Confirm that your firm will have the ability to act on behalf of the District's P-Card Administrator **IF** the District's P-Card Administrator is unavailable.
- 2.16 Describe, in detail, your firm's fraud protection and verify there is adequate protection for any or all transactions.
 - 2.16.1 Confirm that the District's liability for fraudulent charges and/or unauthorized use will not be for more than twenty-four (24) hours after your firm is notified of such transaction or use.
- 2.17 Verify the District will have adequate reporting capabilities that include but are not limited to:
 - 2.17.1 Analysis Reports;
 - 2.17.2 Department, Division and Agency billing reports;
 - 2.17.3 Cardholder Statements;
 - 2.17.4 Vendor Analysis Reports;
 - 2.17.5 Transaction Detail, by SIC, By NIGP commodity codes, by Supplier, Small Business, Minority Business, or Women Business Enterprise, by Department, Division or Agency; and

2.17.6 1099 reporting for tax purposes.

2.18 Confirm the District will receive onsite and possibly online training for all aspects of the P-Card program offered by your firm.

3. Merchant Processing Services:

- 3.1 Describe the features and benefits of your firm's merchant processing services program including back-up capability.
- 3.2 List any fees that are associated with this service: what interchange and the associated costs will be used to process transactions? What is the vendor fee to process transactions?
- 3.3 Describe the equipment available that is required for this service.
- 3.4 Are the credit card reading terminals available for rent? Purchase? List the prices for both options and describe any no or low-cost options for the District.
- 3.5 Describe your firm's PCI Compliance and how the District's customer data will be securely processed.
- 3.6 Describe your firm's e-commerce platform for School Districts. Please provide a case study from a current School District client.

4. E-Payables:

- 4.1 Describe your firm's E-Payable system.
- 4.2 The District is aware of several rebate programs currently available in today's market, provide detail and explain what programs are available from your Financial Institution.
- 4.3 After reviewing the District's vendor listing provided in Exhibit 5, provide the calculation and value that the District is able to reasonably expect in rebates.
- 4.4 Describe and list any charges, fees, and rebates associated with this service.
- 4.5 Provide the number of vendors that participate in your E-Payables program.
- 4.6 Of the vendors listed in Exhibit 5; how many of those participate in your E-Payables program?

5. Other Banking and Financial Services:

- 5.1 Describe any and all service offerings not mentioned above.
- 5.2 Include all related fees in association with these additional service offerings.

SECTION B: SUPPORT SERVICES

6. Customer Support:

- 6.1 Describe the level of customer support provided to the District.
- 6.2 Describe, in detail, the Customer Service support team that will be assigned to the District, including primary contact, number of employees and service locations.
- 6.3 Explain the daily customer service plan your firm will provide to the District.
- 6.4 Is customer support available online? In person? Via telephone?
- 6.5 What hours are live customer support personnel available? What hours is other customer support available?
- 6.6 What languages are available for customer support?
- 6.7 How are disputes handled?
- 6.8 What are your resolution procedures?
- 6.9 How is customer satisfaction measured and reported?

7. Security:

- 7.1 Describe the security features of each of the service offerings requested by the District.
- 7.2 What kind of insurance fraud coverage does your company provide?
- 7.3 Do you require that your employees be bonded? What is the bonding level?
- 7.4 Describe the reconciliation information you provide to your clients.

8. Transition Planning and Implementation:

- 8.1 Provide a plan for transitioning into your Financial Institution and the responsible party for each step.
- 8.2 Provide an estimated timeline for transition into your Financial Institution to include training, provisions for checks, deposit slips and supplies, signature cards for all accounts and other processes your firm believes are imperative for a smooth transition.
 - 8.2.3 The District will provide a list of authorized signers within one business day of Board approval of the contract.
 - 8.2.4 Confirm that within 5 days of Board approval of the contract, the required documents for signature cards will be provided to the District representative and/or distributed per the District's instruction.
- 8.3 Describe your Institution's dedicated resources that will be provided for the entire transition process or as described above.
- 8.4 Describe any obstacles you anticipate during the transition and how your transition plan will overcome them.

- 8.5 Does your Institution offer an interface between the District's current ERP system (Oracle PeopleSoft, currently version 9.0) and your firm's electronic system? If so, please explain.
- 8.6 Describe your procedures for technical support for both regular and emergency situations, including technical support hours, support request prioritization and response times.
- 8.7 What level of training is provided to District employees on use of the banking system?
- 8.8 Describe the training materials you provide and include samples in your response.
- 8.9 After the initial transition, describe the implementation process and the support provided to launch new programs and accounts.
- 8.10 Provide a plan for transitioning out of your Financial Institution at the conclusion of the awarded contract.

9. Leveraging Technical Support:

- 9.1 Do you have a standard format for bank statements that is able to be imported into PeopleSoft for reconciliation purposes?
- 9.2 Can the retrieval of bank statements be automated? If so, explain the process.
- 9.3 What is the preferred encryption method for data transfers? (e.g. SFTP, PGP)
- 9.4 What is the preferred transmission method for data transfer?
- 9.5 Is it possible for the transmissions to be pushed through an automatic process?
- 9.6 What are your requirements for file transfers including format, layout, and process?
- 9.7 What are your testing procedures?
- 9.8 Is the District able to request transmission testing during major implementations and systems upgrades?
- 9.9 What is the procedure for moving to a production environment after successful testing?
- 9.10 What is the anticipated time frame to move to a production environment after successful testing?

SECTION C: BANKING LOCATIONS

- 10. Provide the physical addresses of your full service branch locations with both walk-in and drive-thru service, and distance in miles to nearby District locations as listed in Exhibit 1. Include hours of operations for both services.
 - 10.1 What other options are available to the District to make cash deposits from the individual schools to a branch in your network? Please provide the costs to the District for each option.
 - 10.2 The District is open to exploring Proposer provided secured courier service for some or all school locations. If this is an offered service by your firm, please explain in detail this offering and related fees, if any.

SECTION D: FEE SCHEDULE

- 11. Provide an all-inclusive listing of all fees to be charged for services proposed for the duration of the contract. The District requests that each Proposer submit their fee schedule in Excel format.
 - 11.1 For services offered and accepted post award, fees shall be determined as negotiated by both parties and accepted in writing.
- 12. **Any fees not included in the response to this proposal shall not be accepted by the District throughout the contract term unless agreed to in writing no less than thirty (30) days in advance.**

Having carefully examined the “General Conditions”, the “Detailed Specifications”, and Attachment A (in Microsoft Excel format and **containing two (2) individual worksheets**), the Undersigned proposes to furnish the services and plans described in Attachment A, Proposal Response Form and Questionnaire.

DATE SUBMITTED: _____

PROPOSER’SNAME: _____

Item No.	Fee Schedule (include all fees that may be charged during the program)	Fee	Increment (per Transaction, Month, Annual, One-time)
1	Commercial Banking		
	Name of Fee		
	Name of Fee		
	Name of Fee		
2	P-Card Program		
	Name of Fee		
	Name of Fee		
	Name of Fee		
3	Merchant Processing Services		
	Name of Fee		
	Name of Fee		
	Name of Fee		
4	E-Payables		
	Name of Fee		
	Name of Fee		
	Name of Fee		

The attachment is available as a separate downloadable document in a useable Microsoft Excel format and may be reviewed or downloaded from the District’s Department of Procurement Services website <http://procurement.leeschools.net/bids.htm>. The attachment may also be obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966. **There are two (2) worksheets within the Microsoft Excel file. Both worksheets have been accurately and fully completed according to the instructions herein.**

 Printed name of authorized representative with the authority and responsibility to legally bind the Proposer.

 Signature of authorized representative with the authority and responsibility to legally bind the Proposer.

ATTACHMENT B – REFERENCE FORM

Banking and Financial Services

Proposer is requested to provide three (3) client references for banking services for Florida school districts, other Florida public entities, other government entities, or non-public entities. The District is a large public entity with over 80 locations, multiple bank accounts, a large number of monthly transactions, and a great need for customer service. References should substantiate that service provided was in support of customers with comparable deposits, complexity of banking structure, and customer service need.

1.	Client and Contract Information
Client Organization Name	
Contact Person	
Title	
Phone	
Email	
Address	
Contract Start and End Dates	
Number of Client Sites/Offices	
Number of Bank Accounts (parent/child)	
Approximate number of Monthly Transactions	
P-Card program utilized? # cards, utilization	
Merchant Processing Services utilized? Describe.	
E-Payables utilized? Describe.	

ATTACHMENT B – REFERENCE FORM - continued

2.	Client and Contract Information
Client Organization Name	
Contact Person	
Title	
Phone	
Email	
Address	
Contract Start and End Dates	
Number of Client Sites/Offices	
Number of Bank Accounts (parent/child)	
Approximate number of Monthly Transactions	
P-Card program utilized? # cards, utilization	
Merchant Processing Services utilized? Describe.	
E-Payables utilized? Describe.	

ATTACHMENT B – REFERENCE FORM - continued

3.	Client and Contract Information
Client Organization Name	
Contact Person	
Title	
Phone	
Email	
Address	
Contract Start and End Dates	
Number of Client Sites/Offices	
Number of Bank Accounts (parent/child)	
Approximate number of Monthly Transactions	
P-Card program utilized? # cards, utilization	
Merchant Processing Services utilized? Describe.	
E-Payables utilized? Describe.	

Additional references may be provided, using additional reference forms.

ATTACHMENT C - INSURANCE REQUIREMENTS FORM

**The School Board of Lee County Florida
Insurance Requirements**

INSURANCE TYPE	REQUIRED LIMITS	
<u>X</u> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of <u>\$500,000.00</u> each incident.	
<u>X</u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form with no limiting endorsements.	<u>Bodily Injury & Property Damage</u> <u>\$1,000,000.00</u>	Single Limit Per Occurrence
<u>X</u> 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Lee County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Lee County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Lee County.		
<u>X</u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$1,000,000.00</u>	Each Occurrence
<u>X</u> 5. Other Insurance as indicated below:		
a) Professional Liability	<u>\$1,000,000.00</u>	
b) Builder's Risk	\$ -0-	

The School Board of Lee County Florida Insurance Requirements
(Continued)

- X 6. Vendor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide The School board of Lee County with certificates of insurance meeting the required insurance provisions.

- X 7. The School Board of Lee County must be named as “**ADDITIONAL INSURED**” on the Insurance Certificate for Commercial General Liability.

- X 8. The School Board of Lee County shall be named as the Certificate Holder.

NOTE: The “Certificate Holder” should read as follows:

The School Board of Lee County, Florida
Attn: Procurement Services
2855 Colonial Boulevard
Fort Myers, Florida 33966

- X 9. **Thirty (30) Days Cancellation Notice is required.**

- X 10. **The Certificate must state the Bid Number and Title.**

BIDDER'S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the bid. The School Board of Lee County must be named as “ADDITIONAL INSURED” on the Insurance Certificate for Commercial General Liability. The School Board of Lee County desires proof of insurability at levels required for this bid.

A current certificate of insurance is attached: _____ YES _____ NO

Proposer Name Proposer Title

Signature of Proposer

ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM

It is the sole responsibility of each proposer to ensure that all addenda released are received; that all RFP and addenda requirements have been completed and that all required submittals have been included.

The undersigned acknowledges the receipt of any addenda. Include a copy of each addendum with proposal.

Addendum #1 _____ Date Issued: _____ Attached to proposal? __Y__N

Signature

Addendum #2 _____ Date Issued: _____ Attached to proposal? __Y__N

Signature

Addendum #3 _____ Date Issued: _____ Attached to proposal? __Y__N

Signature

Addendum #4 _____ Date Issued: _____ Attached to proposal? __Y__N

Signature

Addendum #5 _____ Date Issued: _____ Attached to proposal? __Y__N

Signature

Addendum #6 _____ Date Issued: _____ Attached to proposal? __Y__N

Signature

Addendum #7 _____ Date Issued: _____ Attached to proposal? __Y__N

Signature

ATTACHMENT E – DEBARMENT FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment..

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)

ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned proposer, in accordance with Florida Statue 287.087 hereby certifies that

_____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature of Authorized Officer _____

Date _____

ATTACHMENT G - PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.

2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.

3. My name is _____ and my relationship to the _____ (please print name of individual signing) entity name above is _____.

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. as entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

_____ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is personally known to me or provided the following identification _____, and affixed his/her signature in the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

Form PUR 7068 (Rev. 11/89)

ATTACHMENT H – WAIVER OF TRADE SECRET FORM

WAIVER OF TRADE SECRET

As part of the evaluation process for proposals submitted to the School District of Lee County (“District”) in response to R147158BC, Banking and Financial Services, the proposals will be discussed at a public meeting. The undersigned hereby waives any right to a claim of disclosure of trade secret as a result of such discussion and hereby indemnifies the District from any damages as a result of same.

If the District should receive a request to disclose any of the documents submitted in response to R147158BC, the District will notify the proposer of same. Within ten (10) days of receipt of notification, proposer will notify District if it intends to pursue a court order protecting the disclosure of such information at proposer’s sole cost and expense. Failure of proposer to notify the District of its intent to seek protection shall authorize the disclosure of the requested information. If vendor timely notifies District of its intent to pursue a court order protecting the disclosure of the information, District will take reasonable steps to cooperate with proposer in contesting such request.

Signature

Name:_____

Company Name:_____

Title:_____

ATTACHMENT I - SEALED PROPOSAL LABEL

Attach this “Sealed Proposal” label to the outside of bid response envelope.

SEALED PROPOSAL * DO NOT OPEN *** SEALED PROPOSAL *** DO NOT OPEN*** SEALED PROPOSAL**

FROM: _____

ADDRESS: _____

DELIVER TO: THE SCHOOL DISTRICT OF LEE COUNTY
DEPARTMENT OF PROCUREMENT SERVICES
2855 COLONIAL BLVD.
FORT MYERS, FL 33966-1012

BANKING AND FINANCIAL SERVICES
RFP NO.: R147158BC
OPENS: FEBRUARY 28, 2014 at 2:00 pm

EXHIBIT 1 - SCHOOL DISTRICT OF LEE COUNTY DELIVERY LOCATIONS

Alternative Learning Center Central
3650 Michigan Avenue
Fort Myers, FL 33916

Alternative Learning Center West
380 Santa Barbara Blvd., N.
Cape Coral, FL 33993

Allen Park Elementary
3345 Canelo Drive
Fort Myers, FL 33901

Bayshore Elementary
17050 Williams Road
North Fort Myers, FL 33917

Bonita Springs Elementary
10701 Dean Street S. E.
Bonita Springs, FL 34135

Bonita Springs Middle Center for the Arts
10141 West Terry Street
Bonita Springs, FL 34135

Buckingham Exceptional Center
3291 Buckingham Road
Fort Myers, FL 33905

Caloosa Elementary
620 South Del Prado Blvd
Cape Coral, FL 33990

Caloosa Middle
610 South Del Prado Blvd.
Cape Coral, FL 33990

Cape Coral High
2300 Santa Barbara Blvd.
Cape Coral, FL 33991

Cape Coral Institute of Technology
360 Santa Barbara Blvd.
Cape Coral, FL 33993

Cape Elementary
4519 Vincennes Blvd
Cape Coral, FL 33904

Challenger Middle
624 Trafalgar Parkway
Cape Coral, FL 33991

Colonial Elementary
3800 Schoolhouse Road East
Fort Myers, FL 33916

Cypress Lakes High
6750 Panther Lane
Fort Myers, FL 33919

Cypress Lakes Middle
8901 Cypress Lake Drive
Fort Myers, FL 33919

Diplomat Elementary
1115 N.E. 16th Terrace
Cape Coral, FL 33909

Diplomat Middle
1039 N.E. 16th Terrace
Cape Coral, FL 33909

Dunbar Community School
1857 High Street
Fort Myers, FL 33916

Dunbar High School
3800 E. Edison Avenue
Fort Myers, FL 33916

Early Childhood Learning Svcs
3650 Michigan Ave., Suite 4
Fort Myers, FL 33916

East Lee County High
715 Thomas Sherwin Avenue
Lehigh Acres, FL 33974

Edgewood Elementary
3464 Edgewood Avenue
Fort Myers, FL 33916

Edison Park Creative & Expressive Arts
2401 Euclid Ave
Fort Myers, FL 33901

Ester High
21900 River Ranch Road
Ester, 33928

Fort Myers Beach Elementary
2751 Oak Street
Fort Myers Beach, FL 33931

Fort Myers High
2635 Cortez Blvd.
Fort Myers, FL 33901

Fort Myers Institute of Technology
3800 Michigan Avenue
Fort Myers, FL 33916

Fort Myers Middle Academy
3050 Central Avenue
Fort Myers, FL 33901

Franklin Park Elementary
2323 Ford Street
Fort Myers, FL 33916

G. Weaver Hipps Elementary
1200 Homestead Rd N.
Lehigh Acres, FL 33936

Gateway Elementary
13280 Griffin Drive
Fort Myers, FL 33913

Gulf Elementary
3400 S.W. 17th Place
Cape Coral, FL 33914

Gulf Middle
1809 S.W. 36th Street
Cape Coral, FL 33614

Hancock Creek Elementary
1601 Skyline Drive
North Fort Myers, FL 33903

Harns Marsh Elementary
1800 Unice Avenue N.
Lehigh Acres, FL 33971

Harns Marsh Middle
1820 Unice Avenue N.
Lehigh Acres, FL 33971

Hector A. Cafferata, Jr. Elementary
250 Santa Barbara Blvd
Cape Coral, FL 33993

Heights Elementary
15200 Alexandria Court
Fort Myers, FL 33908

J. Colin English Elementary
120 Pine Island Road
North Fort Myers, FL 33903

Lehigh Elementary
200 Schoolside Drive
Lehigh Acres, FL 33936

Littleton Elementary
700 Hutto Road
North Fort Myers, FL 33903

Mariner High
701 Chiquita Blvd.
Cape Coral, FL 33993

North Fort Myers High
5000 Orange Grove Road
North Fort Myers, FL 33903

Orangewood Elementary
4001 De Leon Street
Fort Myers, FL 33901

Pelican Elementary
3525 S.W. 3rd Avenue
Cape Coral, FL 33914

Rayma C. Page Elementary
17000 S. Tamiami Trail
Fort Myers, FL 33908

River Hall Elementary
2800 River Hall Parkway
Alva, FL 33920

Skyline Elementary
620 S.W. 19th Street
Cape Coral, FL 33991

Sunshine Elementary
601 Sara Avenue
Lehigh Acres, FL 33971

The Sanibel Elementary
3840 Sanibel-Captiva Road
Sanibel, FL 33957

Tice Elementary
4524 Tice Street
Fort Myers, FL 33905
Trafalgar Middle

Ida S. Baker High
3500 Agualinda Blvd.
Cape Coral, FL 33914

James Stephens Int'l Academy
1333 Marsh Avenue
Fort Myers, FL 33905

Lehigh Senior High
901 Gunnery Road
Lehigh Acres, FL 33971

Manatee Elementary
5301 Tice Street
Fort Myers, FL 33905

Mirror Lakes Elementary
525 Charwood Avenue S.
Lehigh Acres, FL 33936

Oak Hammock Middle
5321 Tice Street
Fort Myers, FL 33905

Patriot Elementary
711 S.W. 18th Street
Cape Coral, FL 33991

Pine Island Elementary
5360 Ridgewood Drive
Bokeelia, FL 33922

Ray V. Pottorf Elementary
4600 Challenger Blvd
Fort Myers, FL 33912

Royal Palm Exceptional Center
3050 Indian Street
Fort Myers, FL 33916

South Fort Myers High
14020 Plantation Road
Fort Myers, FL 33912

Tanglewood Elementary
1620 Manchester Blvd.
Fort Myers, FL 33919

Three Oaks Elementary
19600 Cypress View Drive
Fort Myers, FL 33912

Tortuga Preserve Elementary
1711 Gunnery Road N.
Lehigh Acres, FL 33971
Treeline Elementary

Island Coast High
2125 De Navarra Pkwy
Cape Coral, FL 33914

Lehigh Acres Middle
104 Arthur Avenue
Lehigh Acres, FL 33936

Lexington Middle
16351 Summerlin Road
Fort Myers, FL 33908

Mariner Middle
425 Chiquita Blvd.
Cape Coral, FL 33993

North Ft. Myers Academy for the Arts
1856 Arts Way
North Ft. Myers, FL 33917

Orange River Elementary
4501 Underwood Drive
Fort Myers, FL 33905

Paul Laurence Dunbar Middle
4750 Winkler Ave. Ext.
Fort Myers, FL 33966

Pinewoods Elementary
119500 Stonybrook Golf Drive
Estero, FL 33928

Riverdale High
2600 Buckingham Road
Fort Myers, FL 33905

San Carlos Elementary
17282 Lee Road
Fort Myers, FL 33967

Spring Creek Elementary
25571 Elementary Way
Bonita Springs, FL 34135

The Alva School
17500 Church Street
Alva, FL 33920

Three Oaks Middle
18500 Three Oaks Pkwy.
Fort Myers, FL 33912

Trafalgar Elementary
1850 S.W. 20th Avenue
Cape Coral, FL 33991
Tropic Isles Elementary

2120 Trafalgar Pkwy
Cape Coral, FL 33991

Varsity Lakes Middle
801 Gunnery Road
Lehigh Acres, FL 33971

Lee County Public Education Center
2855 Colonial Blvd.
Fort Myers, FL 33966

10900 Treeline Avenue
Fort Myers, FL 33913

Veteran's Park Academy
49 Homestead Road S.
Lehigh Acres, FL 33936

Lee Adolescent Mothers Program (LAMP)
3650 Michigan Ave. Suite 2
Fort Myers, FL 33916

5145 Orange Grove Blvd.
North Fort Myers, FL 33903

Villas Elementary
8385 Beacon Blvd.
Fort Myers, FL 33907

SW Public Service Academy
4312 Michigan Avenue
Fort Myers, FL 33905

EXHIBIT 2 – DISTRICT FEE SCHEDULE AND 12 MONTH SUMMARY ANALYSIS STATEMENT

The attachment is available as a separate downloadable document in a useable Microsoft Excel format and may be downloaded from the District's Department of Procurement Services website.

<http://procurement.leeschools.net/bids.htm>. The attachment may be reviewed or obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966.

EXHIBIT 3 – DISTRICT INVESTMENT POLICY

The attachment is available as a separate downloadable document in a useable Microsoft Excel format and may be downloaded from the District's Department of Procurement Services website.

<http://procurement.leeschools.net/bids.htm>. The attachment may be reviewed or obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966.

EXHIBIT 4 – DISTRICT P-CARD POLICY AND PROCEDURES

The attachment is available as a separate downloadable document in a useable Microsoft Excel format and may be downloaded from the District's Department of Procurement Services website.

<http://procurement.leeschools.net/bids.htm>. The attachment may be reviewed or obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966

EXHIBIT 5 – DISTRICT VENDOR LIST

The attachment is available as a separate downloadable document in Adobe Acrobat (PDF) format and may be downloaded from the District's Department of Procurement Services website.

<http://procurement.leeschools.net/bids.htm>. The attachment may be reviewed or obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966. To support Proposer responses, the District provides the following information regarding District purchase orders and vendors in 2013. These are estimates **only** and provided for reference; they should not be construed as actual values.

- A total of 3300 vendors were issued approximately 85,000 purchase orders valued at approximately \$188MM;
- District purchase orders that have totaled \$100,000 or more to a single vendor reflect approximately 200 total vendors at the approximate spend of \$165MM:
 - Technology, food, utilities, fuel, textbooks, construction, insurance, Charter schools reimbursement and District reimbursements for internal funds were the commodities accounting for the highest expenditures;
 - Includes payments for items such as speech, occupational and physical therapists for students; and shared expenses with other government agencies including the Sheriff's Department;
 - Approximately 35 of the 200 vendors provided commodities and services valued between \$1MM and \$11.5MM;
 - Approximately 165 of the 200 vendors provided commodities and services valued between \$100,000 and \$1MM;

- District purchase orders that have totaled less than \$100,000 to a single vendor reflect approximately 3100 total vendors at the approximate spend of \$23MM.
 - Approximately 575 vendors provided commodities and services valued between \$10,000 and \$100,000;
 - Approximately 2200 vendors provided commodities and services valued between \$100 and \$10,000;
 - Approximately 320 vendors were compensated for less than \$100. Many of these transactions were refunds to parents for miscellaneous items such as lunch money at year end.