



The School District of Okeechobee County

Request for Proposal
For
Banking Services

Deadline for Proposals

Friday, June 7, 2019, 3:00pm

RFP#19-01

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1.00 INTRODUCTION:

1.01 REQUEST FOR PROPOSAL:

The School District of Okeechobee County, (the “SDOC”) requests that all qualified financial institutions (“Bank”), as described below, submit proposals to provide the SDOC with “Banking Services” as specified in this document. The term “Bank” means any financial institution which provides commercial banking services.

1.02 PURPOSE OF REQUEST:

The intent of this Request for Proposal (“RFP”) is to select one (1) Bank, located within Okeechobee County, to provide basic “Banking Services” for the SDOC. The basic services would require approximately two (2) demand accounts and other banking capabilities as outlined in the RFP. The SDOC is under no obligation to contract for any services provided for in the RFP and reserves the right to establish accounts with other banks as necessary to expedite the clearing of deposits.

1.03 DEFINITIONS: The following definitions apply throughout this RFP:

- A. “Checks” and “Warrants” are synonymous.
- B. “Fiscal Year” means July 1 of any given year through June 30 of the following year.

2.00 PROPOSAL PROCEDURES:

2.01 SUBMITTAL INSTRUCTIONS:

- A. The SDOC will receive proposals for banking services until 3:00 p.m., June 7, 2019. If a proposal is sent by U.S. Mail or other delivery medium, the proposer shall be responsible for its timely delivery to the designated SDOC Office. **Any proposal received after the stated time and date will not be considered and will be returned unopened to the proposer.**
- B. Five (5) signed copies of the proposal are to be sealed in one package and clearly labeled “Proposal for Banking Services” on the outside of the package. Also labeled on the outside of the package shall be the legal name, address, proposer’s contact person and telephone number.
- C. Proposals may be withdrawn by notifying the SDOC in writing at any time prior to the time set for the proposal deadline. Proposals may be withdrawn in person or through an authorized representative. Proposals, once opened, become the property of the SDOC and will not be returned to the proposer.

The proposal shall be delivered to: **The School District of Okeechobee County
Corey Wheeler, Director of Finance
Room 207
700 SW 2nd Avenue
Okeechobee, Florida 34974**

2.02 PROPOSAL RESPONSES:

- A. All proposals must be submitted on the standardized “Proposal Quotation Form” presented in Attachment #1. Supporting material may be provided to further explain the proposal.
- B. All proposals are to be clearly indexed and all supporting materials and responses are to reference the section of the Request for Proposal to which the response pertains.
- C. All costs directly or indirectly related to the preparation of a response to this RFP or any other presentation required by the SDOC to clarify a proposal shall be borne solely by the proposer.

2.03 QUESTIONS REGARDING RFP:

To be equitable, all questions regarding the RFP shall be directed to Corey Wheeler, Director of Finance, in writing via email at corey.wheeler@okee.k12.fl.us. Answers to questions will be posted on the SDOC’s website at <http://www.okee.k12.fl.us/rfp>. All potential proposers are encouraged to check the website for updated information.

2.04 TIME SCHEDULE (PROPOSED):

- A. The SDOC plans to use the following schedule which should result in the timely selection of a bank:

Monday, May 15, 2019	Post Request for Proposal
Friday, June 7, 2019	All sealed proposals must be delivered to the Director of Finance’s Office by 3:00 p.m.
June 10 – June 28, 2019	Selection committee will make recommendation to Superintendent – Finalists may be called for presentations at the sole discretion of the Selection Committee
July 9, 2019	Superintendent will submit selected proposal for Board approval
August 1, 2019	Superintendent will submit final contract for Board approval
September 6, 2019	Implementation date for contract

- B. The SDOC, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the SDOC to do so. Every reasonable attempt of notification of changes to the time schedule will be made to appropriate institutions and posted on the district’s website.

2.05 SELECTION CRITERIA:

This procurement will comply with applicable SDOC Policies and State Statutes. The selection of an institution may be made without discussion with the proposer after proposals are received, therefore proposals should be submitted on the most favorable terms.

- A. Each of the following criteria will be considered singly and in the aggregate to evaluate proposals and to make a recommendation for award to the SDOC:

1. The completeness and clarity of the response to all required items on the standardized Proposal Quotation Form.
2. The cost of banking services and supplies.
3. The proposed earnings rate on overnight cash balances.
4. The ability and desire of the bank to provide the services the SDOC requires.
5. The availability of deposits.
6. The experience of the bank officials, including continuity of service, who have been identified as primary contact personnel.
7. The demonstrated ability of the proposer to service high volume multimillion dollar accounts and provide the services requested.
8. Any other criteria the Selection Committee deems appropriate.
9. The SDOC reserves the right to reject any or all proposals or to negotiate provisions of the final contract with a qualified proposer.

2.06 MINIMUM QUALIFICATIONS:

- A. All proposers must be qualified public depositories as defined in Chapter 280, Florida Statutes. A copy of the Certificate of Qualification issued by the Office of the State Treasurer must be included in the proposal. In the event the qualified public depository has entered into an Alternative Participation Agreement, a copy of the agreement designating the percentage of collateral must be attached to the response. All proposers shall be covered by the contingent liability protection under the Public Deposit Program.
- B. The financial institution must be a member of or have direct access to the services provided by the Federal Reserve System.
- C. The institution must have at least five (5) years of successful experience in providing the “Banking Services” as requested in this RFP. The committee may also consider the number of successful years experience in Okeechobee County.
- D. Proposers must provide a copy of the Bank’s latest financial statement including the auditor’s unqualified opinion and appropriate notes to the financial statements.
- E. The selected banking institution will be required to maintain these minimum qualifications during the full term of the banking contract. Failure to maintain these minimum qualifications may result in termination of the contract.

2.07 REFERENCES:

In order to establish that the bank which is awarded a contract for the SDOC’s banking services is capable of handling the accounts, proposers should provide a list of names, addresses, contact persons and telephone numbers of at least five (5) business customers of similar size and operational complexity to the SDOC.

3.00 SCOPE OF BANKING SERVICES:

3.01 VOLUME OF WORK:

No warranty or guarantee is expressed or implied as to the types or quantities of services that may actually be required. The quantities and amounts stated in this request for proposal are based on historical data and are provided for size and cost comparison only.

Board issued warrants may be computer generated or manually created, but will bear the facsimile signature of the Board Chairman and the Superintendent. The following provides an overview of the anticipated demand account requirements.

3.02 SUMMARY OF BANK ACCOUNT ACTIVITY:

Currently, the SDOC maintains two individual bank accounts used for various fund accounting as follows:

A. OPERATING ACCOUNT:

- (1) The SDOC's Operating account will be used for depositing receipts of the General Fund and other various funds of the SDOC. Major revenues from the State of Florida are wired directly to the bank. Funds may be wired to the State Board of Administration (SBA) for investment. Ad valorem tax receipts are deposited directly into this account by the County Tax Collector's office.
- (2) The Operating Account will also be used for payment to SDOC vendors by computer check runs. An average of 400 vendor checks will be written from this account each month.
- (3) The average collected balance over the previous twelve month period for funds to be included in this account is approximately \$9,000,000.00.

B. PAYROLL ACCOUNT:

- (1) The SDOC is on a semimonthly payroll schedule, paying an average of 900 employees on or about the 15th and last day of each month. However, additional check runs are processed in May and June to cover summer pay for instructional personnel.
- (2) An average of 1,800 payroll warrants are processed from this account each month. Of the 1,800 payments made, the majority are by direct deposit. This account maintains a zero balance.

C. SCHOOL INTERNAL ACCOUNTS:

Each school in the District maintains a separate bank account for internal funds activities. These accounts are under the control of the principal of each individual school and are exempt from the bid.

3.03 BANK STATEMENTS:

- A. The cut-off date for statement purposes, for all SDOC accounts, will be the last day of each calendar month. Statements must be received by the SDOC within seven (7) banking days following the cut-off date. In addition, the SDOC reserves the right to receive interim statements or to change the cut-off date should the need arise.
- B. Bank statements shall, at a minimum, show copies of checks sorted numerically. Banks may provide information on any alternative record-retention methods.

3.04 INTEREST EARNED ON COLLECTED FUNDS:

All collected balances in the SDOC accounts shall be in an interest-bearing account, which shall be collateralized according to Chapter 280, Florida Statutes. The collected funds in these accounts shall be invested each month at a rate of (per bid) basis points more/less and tied to the Federal Funds Rate. The proposer is to indicate their rate offer in the Proposal Quotation Form (Attachment #1). No additional fees shall be charged to the SDOC for this type of investment transaction.

3.05 WIRE TRANSFERS:

The Bank shall be willing to enter into a Money Transfer Authorization Agreement and provide wire transfer services to the SDOC upon request in writing or on-line with the following specific requirements:

- C. Outgoing wire transfer orders must be accepted by the Bank (for same-day transmittal) until 1:00 p.m. of the day the instructions are given unless a different date is indicated.
- D. The Bank shall be liable for its failure to timely post incoming wire transfers or transmit outgoing wire transfers. The Bank shall pay the SDOC for any loss of income or costs incurred.
- E. The Bank shall follow-up on incoming and outgoing wire transfers to the full extent of its authority.

3.06 INTRA-BANK TRANSFERS:

The following requirements pertain to Intra-Bank Transfers:

- A. The Bank will accept instructions to transfer funds from one account to another within the Bank up to 4:00 p.m. of the day the instructions are received unless a different date is indicated. Instructions may be given in writing or on-line by the originating SDOC representative.
- B. Documentation for these transfers must be electronically transmitted to the SDOC no later than the next banking day.

3.07 STOP PAYMENTS:

All stop payment orders will be made in writing or on-line to the bank. When stop payment orders are placed by the SDOC, the Bank will immediately inform the SDOC if the check has been cashed. If not cashed, the Bank will forward provided confirmation of the stop payment. Cancellation of a stop

payment order will be processed in the same manner as the stop payment order. All checks paid by the Bank after the above procedure has been adhered to will be the responsibility of the Bank.

3.08 ACCOUNT ANALYSIS:

An analysis showing the combined activity in SDOC accounts for the calendar month shall be delivered to the SDOC within seven (7) banking days after the close of each calendar month. The analysis is to contain the name of the accounts, account numbers, the date of preparation, the period covered, the average Bank ledger balance using full calendar days each month, the average uncollected balance and the average collected balance.

The analysis shall itemize the services provided, the items and volume processed, unit charges, extended totals and total of all charges. Titles such as "OTHER" or "MISCELLANEOUS" are not to be used in the analysis and will not be accepted by the SDOC since they do not adequately identify the services provided.

3.09 BANK SUPPLIES:

The Bank will propose its charge to provide checks, deposit tickets, money bags for normal deposits, security sealed money bags for night deposits and any other proposed supplies. The SDOC reserves the option of purchasing supplies from another vendor should it so desire.

4.00 OTHER REQUIREMENTS:

4.01 DESIGNATED BANK CONTACT PERSONNEL:

The proposer shall designate an account executive who shall serve as the overall representative to the SDOC for banking services. In addition, the proposer shall designate contact personnel who are qualified to provide assistance to the SDOC (on a daily basis) in each area below. Please indicate the contact personnel that are stationed in the local Okeechobee bank.

- A. Bookkeeping
- B. Head Teller
- C. Wire Transfers/Intra-Bank Transfers
- D. Availability of Funds
- E. Data Processing Center

4.02 DESIGNATION OF SPECIFIC SCHOOL DISTRICT PERSONNEL:

Notwithstanding provision elsewhere, the SDOC will identify to the selected bank the names and signatures, where applicable, of persons who are authorized to provide instructions for Wire Transfers, Intra-Bank Transfers, investments, safekeeping and other services. In addition, the SDOC will provide the names and titles of individuals who have authorization to process stop payments and inquire into bank balances.

4.03 WRITTEN CONTRACT AND DURATION:

It is intended that the term of the Contract for “Banking Services” will be three (3) years beginning September 6, 2019, SUBJECT TO ANNUAL COMPLIANCE AND SERVICE EVALUATIONS FOR CONTINUANCE INTO ENSUING YEARS. The SDOC also reserves the right to extend the contract for additional one-year terms if it so desires. The contract shall contain specific provisions that will fix all prices, rate determinations, time schedules and services for the term of the Contract. The Bank shall have the right to review and approve the Contract prior to its presentation to the SDOC for approval. The SDOC may terminate the Contract at any time by giving written notice to a representative of the Bank at least six (6) months prior to the effective date of termination. The Bank may terminate the contract at any time by giving written notice to an authoritative representative of the SDOC at least one (1) year prior to the effective date of termination. If the Bank exercises its option for early termination, during the initial three-year term, the Bank shall be prohibited from submitting subsequent banking services proposals for five years.

ATTACHMENT #1

**THE SCHOOL DISTRICT OF OKEECHOBEE COUNTY
PROPOSAL QUOTATION FORM FOR
“BANKING SERVICES”**

BANK NAME: _____
CONTACT: _____
TITLE: _____
TELEPHONE: _____
FAX NO: _____
EMAIL ADDRESS: _____

SECTION A – BANKING SERVICES: In the form below, please indicate the estimated costs for services. If there are no charges associated with a particular service, please place a \$0.00 in the space provided. To accurately evaluate total fees, please indicate any additional costs that may not be specifically listed in the blanks following each group of services.

BASIC SERVICES:	ESTIMATED MONTHLY VOLUME	RATE	EXTENDED COST
ACCOUNT MAINTENANCE	2		
ELECTRONIC CREDITS/DEBITS	70		
DEPOSITS CREDITED	225		
ITEMS DEPOSITED	1500		
ITEMS PAID	1500		
FDIC INSURANCE	1		
ACH SERVICES:			
ACH MAINTENANCE	1		
ACH ITEMS	2000		
DATA TRANSMISSION	2		
ACH NOTIFICATIONS	2		
CASH SERVICES:			
CASH DEPOSITS PER \$1,000	12		
DISPOSABLE DEPOSIT BAGS	160		
DEPOSIT ITEMS RETURNED	8		
CHANGE ORDERS	20		

WIRE TRANSFERS:	ESTIMATED MONTHLY VOLUME	RATE	EXTENDED COST
PC WIRE MAINTENANCE	1		
PC WIRE DOMESTIC OUTGOING	5		
DOMESTIC WIRE INCOMING	1		
ON-LINE ACCESS:			
ACCESS MAINTENANCE	2		
ON-LINE STOP PAYMENTS	2		
TOTAL ESTIMATED COSTS FOR SERVICES:			\$ _____
SUPPLIES:	ESTIMATED MONTHLY VOLUME	RATE	EXTENDED COST
PRE-PRINTED TWO- PART DEPOSIT TICKETS	200		
MONEY BAGS FOR NORMAL DEPOSITS	PROVIDED		
SECURITY SEALED DISPOSABLE DEPOSIT BAGS	160		
CHECKBOOK FOR EMERGENY MANUAL CHECKS	2		
CHECKS FOR COMPUTERIZED PRINTING	500		
TOTAL ESTIMATED COSTS FOR SUPPLIES:			\$ _____
BASED ON THE INFORMATION ABOVE, WHAT ACCOUNT BALANCE IS REQUIRED TO COVER THE COST OF BANKING SERVICES?			\$ _____

SECTION B - INTEREST RATES:

1. The rate which will be paid on collected funds (as defined in Section 3.04) will be determined as:
 - a. Unadjusted from the average weekly Federal funds rate (check if applicable) _____, or
 - b. Average weekly Federal funds rate plus _____ basis points, or
 - c. Average weekly Federal funds rate minus _____ basis points.
2. If the Bank's proposal is to calculate interest using a Sweep or some other investment arrangement, please attach the following:
 - a. A description of how the investment will be collateralized.
 - b. A description of how interest is calculated.
 - c. A schedule showing what the interest rate(s) were for this investment for the months January through December 2018.
3. Percent reserve requirements on investments _____ %.
4. Please attach a statement describing how earnings credit rates are calculated, and a schedule showing the earnings credit rates for January through December 2018.

SECTION C - OTHER SERVICES:

Describe any other services that your bank may be able to provide the District to enhance our banking experience on a separate page.

SECTION D - STATEMENT OF CAPABILITY:

BANK NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE AND FAX: _____

Our bank can comply with all aspects of the SDOC's banking services requirements: YES or NO
If no, list all exceptions on a separate page.

I attest to my authority to submit this Proposal and to bind the Bank herein named to perform as per Contract, if the Bank is awarded the Banking Service Contract by The School District of Okeechobee County. This Proposal is good for ninety (90) days.

Signature of Bank Officer Date

Signature of Witness Date

Name and Title of Above

Name and Title of Above



The School District of Okeechobee County Request for Proposals (RFP)

General Conditions

1. Written, manually signed, and sealed bid proposals will be received in room 210 of the District Office located at 700 SW 2nd Avenue, Okeechobee, Florida. Neither dating of the proposal nor placing the proposal in the mail by the specified date will meet the requirements. To be considered responsive, bid proposals must be signed, delivered and received by the SDOC on or prior to the date and time specified. Bid proposals not signed and received timely will not be opened and will not be considered for award.
2. The SDOC reserves the right to waive minor irregularities, mistakes or to reject any and all bid proposals or any part of any and all bid proposals or to contract as deemed in the best interest of the School District of Okeechobee County.
3. All bid proposals shall contain a manual signature, in the space provided, of a person authorized to contractually obligate the contractor submitting the proposal. No erasures are permitted. Mistakes may be corrected by crossing out mistakes and inserting corrections adjacent to or above the crossed out mistake. The person signing the bid proposal must initial corrections in ink.
4. Any addenda determined to be necessary will be in response to written questions or concerns directed to the Assistant Superintendent for Administrative Services. Responses will be posted on the District's website at www.okee.k12.fl.us.
5. **Fiscal Funding:** In the event the effective dates of any contractual agreement awarded by the SDOC as a result of this RFP extend beyond June 30th of the current fiscal school year, it will be understood that purchases or services performed in the next fiscal year are conditional on the receipt of State or Federal funds. In the event of discontinuance or a decrease in State or Federal funds, the SDOC reserves the right to change the item identification, decrease the quantities or service(s) provided, delete items or cancel the contract with no harm accruing to the SDOC.
6. Any contractual agreement or purchase order resulting from the RFP issued by the SDOC will be in Okeechobee County, State of Florida as they relate to public education, by State Board of Education Rules, and by SDOC Rules.
7. Venue for all legal action regarding or arising out of any transaction resulting from the RFP will be in Okeechobee County, State of Florida. If any action at law is brought to enforce or interpret the provisions of any agreement resulting from this RFP, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The court may set the attorney's fees in the same action or in a separate action for that purpose.
8. By executing and submitting a bid proposal in response to the RFP, the contractor is certifying that their bid proposal is made without prior understanding, agreement or connection with any other vendor submitting a proposal for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. The vendor, by signing their proposal, certifies their knowledge that collusive bid practices is a violation of Federal law and can result in fines, prison sentences and civil damages awards.
9. **Conflict of Interest:** In accordance with Chapter 112, Florida Statutes, all contractors submitting a proposal in response to the RFP must disclose with their proposal the name of any owner, officer, director or agent who is also an employee of the SDOC. Furthermore, all vendors or contractors responding must disclose the name of any SDOC employee who owns directly or indirectly any interest greater than 5% in the proposer's firm or any of its branches or divisions.
10. Bid proposals must be submitted on the forms provided and in accordance with the conditions set forth in this RFP package. The bid proposal form must be signed by the owner or by an officer or an agent authorized to sign for the contractor in the place designated. If not properly signed, the bid proposal will be considered non-responsive.
11. In submitting a proposal in response to the RFP, the contractor submitting the proposal agrees not to use the results thereof as a part of any commercial advertising.
12. The SDOC does not pay Federal excise or Florida sales and use tax. Do not include these taxes on any invoices. The applicable tax exemption number is printed on purchase orders. However, this exemption does not apply to contractors who purchase tangible personal property for use in the performance of contracts of, or improvements to SDOC- owned real property as defined in Chapter 192, Florida Statutes. A State sales and use tax exemption certificate will be furnished upon request.
13. Contractual agreements may be canceled at any time for any reason with 30 days notice to the vendor unless otherwise stated specifically in the RFP.
14. **Withdrawal of Competitive Sealed Bid:** A competitive sealed bid that is clearly erroneous may be withdrawn before or after a contract is awarded. An awarded contract may be cancelled because of an error if SDOC is notified in writing in a timely manner. No changes in bid prices or other bid provisions are prejudicial either to the best interest of SDOC or to fair competition shall be permitted.
15. Price proposals for all goods or services shall be quoted **FOB Destination** unless stated otherwise as a special condition.
16. Any contractual agreement for goods or services resulting from the RFP may be renewed on a yearly basis. Renewal of

a contractual agreement for goods or services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contractual agreement. Renewals shall be contingent upon satisfactory performance evaluations by the SDOC and upon consent of both contracting parties.

17. The SDOC requires that all orders for goods or services resulting from this or any RFP issued by the SDOC be in response to an SDOC **Purchase Order** issued in advance of shipment of any goods or services performed. Goods or services delivered prior to the issuance of a SDOC purchase order are not the responsibility of the SDOC.
18. All goods or services provided or performed under the terms of a SDOC purchase order or contractual agreement shall comply with the requirements and standards specified in the Occupational and Health Act (OSHA) of 1070 (public law 91-596), UL, all safety regulations and other standards for educational use as required by the U.S. Government, State of Florida, Okeechobee County and/or local municipality. This includes a MSDS report if chemicals are present in any goods provided. It is the vendor's responsibility to meet any necessary requirements.
19. Contractors shall submit invoice(s) for goods supplied or services rendered under this or any contractual agreement with the SDOC. The invoice(s) must reference a valid SDOC purchase order or SDOC RFP Number. The invoices shall be mailed or delivered to SDOC, Attention: Accounts Payable, 700 SW 2nd Avenue, Okeechobee, FL 34974. Under normal circumstances, payment of approved invoice(s) will be made within 30 days from either the receipt of the goods or services or the receipt of a satisfactory invoice, whichever occurs last. Payment will be made by the SDOC after the goods or services have been received and found to comply with award specifications and are free of damages or defects.
20. The SDOC specifically reserves the right to reject any conditional proposal. Any special conditions the contractor requests to be considered by the SDOC and made a part of their proposal must be submitted in writing on the bid proposal form and must be initialed by the person signing the proposal.
21. An award leading to the execution of a contractual agreement or the issuance of a SDOC purchase order will be contingent on the qualifications of the contractor submitting the proposal; how closely the proposal follows the specifications set forth in the SDOC documents; the detail and clarity of the proposal submitted as well as the prices quoted for the goods or services.
22. In accordance with Florida Statutes, Chapter 287, other SDOCs, other city or county governments, community colleges, or the state university system with vendor approval are permitted to purchase goods or devices at unit prices quoted in response to the RFB issued, accepted and approved by the SDOC.
23. **Drug Free Workplace Certification:** In case of identical tie bid proposals, preference will be given to contractors who have a drug free work place program as prescribed in Section 287.087, Florida Statutes. Whenever two or more bid proposals which are equal in respect to price, quality and service are received by the SDOC for the procurement of goods or services, the bid proposal received from a contractor who certifies by signing their proposal submitted in response to this RFP that it has implemented a drug free workplace policy will be given preference in the award process for this RFP.
24. **Anti-discrimination:** The contractor submitting a proposal in response to this RFP certifies by signing the proposal submitted that they or it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. If the contractor submitting a proposal in response to the RFP has participated in a previous contractual agreement subject to the equal opportunity clause prescribed by Executive Order 11246, as amended, that contractor is certifying by signing their bid proposal that all compliance reports, standard form 100, employee information report EE1 have been properly filed.
25. **Public Entity Crimes:** A person or vendor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid proposal to provide any goods or services to a public entity, may not submit a bid proposal to a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the Category II threshold amount provided in section 287.017, Florida Statutes for a period of 36 months from the date of being placed on the convicted vendor list.
26. **Right of Protest:** Any person or contractor who is adversely affected by a decision or an intended decision by the SDOC shall file a notice according to SDOC Policy 7.40 Purchasing and Bidding. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120.57, Florida Statutes. The formal written protest shall state with particularity the facts and law upon which the protest is based.

27. **Debarment, Suspension and Other Responsibility Matters:** As required by Executive Order 12549, Debarment and Suspension, implemented at 34 CFR, Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR, Part 85, Section 85.105 and 85.110, by signing their proposal submitted in response to the RFP, the vendor or the owner, officer or authorized agent certifies:
- (1.) That it or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal debarment agency.
 - (2.) Have not within a three year period preceding this RFP been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain; or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (3.) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state or local) with commission of paying Federal funds or will pay Federal funds by or on behalf of the vendor, contractor or entity to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with the making of any Federal grant, the entering into any Federal grant or cooperative agreement.
 - (4.) Have not within a three-year period preceding this RFP had one or more public transactions (Federal, state or local) terminated for cause or default. Where the contractor is unable to certify to any of the statements in the debarment, suspension and other responsibility matters of certification, the contractor or entity will attach an explanation to their proposal to this RFP.
28. **Jessica Lunsford Act, Section 1012.465-8, Florida Statutes:** Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in 1012.32, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the School Board. Certain exemptions may apply to the finger printing restriction. Do not assume clearance unless specifically directed in writing by the SDOC Human Resources Department. The contractor is responsible for scheduling any required background screening or fingerprint-based criminal history check by calling the SDOC Department of Human Resources at 863-462-5000 x 222.
31. Should the SDOC omit anything from this RFP package that is necessary for a clear understanding of the scope of work or should it appear that various instructions are in conflict, the contractor shall secure written clarification from the Assistant Superintendent of Administrative Services at least 48 hours prior to the time and date set for the public opening of the proposals.
 32. The issuance of these RFP documents does not constitute an obligation against the SDOC. This RFP may result in an agreement with the selected contractor to sell or provide to the SDOC the goods or services at the prices set forth in the contractor's proposal in response to this RFP. The acceptance of the agreement by the SDOC will be based on the subsequent issuance of an SDOC purchase order by the Assistant Superintendent for Administrative Services or by the execution of a contractual agreement between the selected contractor and the SDOC.
 33. All sheets, enclosed, included, attached, addenda or amendment, issued will be considered a part of this RFP packet.
 34. Any Special Condition(s) contained herein, which may be in conflict with General Condition(s), will have precedence.
 35. Bid tabulations sheets will be available for review in the office of the Assistant Superintendent for Administrative Services. Unsuccessful bidders will not be mailed notification of the decision or the intended decision unless a self-addressed stamped envelope is included with the bid proposal.
 36. Any contractor responding to this RFP issued by the SDOC, by their signature or signature of a person authorized to sign on their behalf, are agreeing to and will comply with all of the terms, conditions, requirements, instructions, evaluation and award process of this RFP or any terms, conditions, requirements, instructions, evaluation or award process that are implied within.
 37. **Worker's Compensation Insurance:** Please be advised that contractors or contractor employees assume all risks while on any SDOC property. SDOC worker's compensation insurance will not cover contractor injuries when in the course of providing goods and services as a response to this RFP.
 38. **Prohibition of Harassment:** The SDOC has adopted the following policies regarding harassment:
 1. Policy 3.33 Prohibition of Harassment

2. Policy 5.321 Bullying and Harassment

Policies may be viewed at www.okee.k12.fl.us.

39. **Social Security Numbers:** In compliance with Florida Statute 119.071(5), this document serves to notify you that the SDOC will collect and use your social security number only if specifically authorized by law to do so or when it is imperative for the performance of its duties and responsibilities as prescribed by law.

An applicant, employee, vendor, or volunteer's social security number may be required for:

- Employment Application
- Criminal History Check (FDLE, FBI and local law enforcement agencies)
- Department of Homeland Security Federal I-9 form
- Federal W4, W2, 1099 and other IRS documents
- Federal Social Security taxes (FICA)
- Unemployment reports (Florida Department of Revenue)
- Florida Retirement System (FRS) documents and reports
- Workers' Compensation documents and reports
- Direct Deposit documents
- Authorizations and other documents for optional retirement programs such as 403(b)
- Documents and reports related to Group benefits such as health, dental and life insurance
- Documents and reports related to supplemental deductions
- Documents and reports for the Florida Department of Education Bureau of Educator Certification, Florida Department of Education Bureau of Professional Practices and other FL-DOE departments as required
- Documents and reports for the Florida Department of Children and Families, Florida Department of Labor, Florida Department of Revenue and other local, state and federal agencies as required
- Other purposes specifically required or authorized by local, state or federal law

40. **Use and Disclosure of Protected Information:** All entities doing business with The Okeechobee County SDOC will abide by the Health Insurance Portability and Accountability Act (HIPPA), Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the notification requirements of Florida Statute 817.5681 if applicable.

41. **Contractor's Duties Regarding Public Records:**

(A) Compliance with Florida Laws

Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If Contractor asserts

any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption.

(B) Recordkeeping and Public Access

Under Florida Statutes 119.0701(3)(a), a request to inspect or copy public records relating to a School District contract for services must be made directly to the School District. In addition, Contractor must: (1) keep and maintain public records required by the School District in order to perform the service; (2) upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School District; and (4) transfer, at no cost, to the School District, all public records in possession of the Contractor or keep and maintain public records required by the School district to perform the service. If the Contractor transfers all public records to the School District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements of retaining the public records. All records stored electronically must be provided to the School District upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District. At the conclusion of the Contract with the School District, Contractor shall provide to the School District all electronic records associated with this Contract on electronic media (CD-ROM or USB flash drive).

(C) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 863-462-5000 x 226, EMAIL ADDRESS kenworthyk@okee.k12.fl.us AND MAILING ADDRESS: 700 S.W. Second Avenue, Okeechobee, FL 34974.**

