



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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March 9, 2015

ADDENDUM NUMBER 1 RFP 16-001H Banking and Custodial Services

CALLED FOR: **2:00pm, March 16, 2015**

TO ALL BIDDERS:

This Addendum amends the above referenced bid in the following particulars only:

1. For clarification purposes, the Proposal packages are due **2:00pm on March 16, 2014**
2. Attached are the responses to the questions received.
3. It is required that receipt of this addendum be acknowledged by executing it and attaching this signed page to your Proposal submission or, if Proposal has already been submitted, return it in a separate envelope in time for bid opening.

Sincerely,

Purchasing Agent

RECEIPT OF ADDENDUM ACKNOWLEDGED _____
SIGNATURE OF AUTHORIZED REPRESENTATION; _____
COMPANY NAME: _____
COMPANY ADDRESS: _____

➤ **QUESTION #1:**

In the RFP it states that some areas are “not-negotiable”. Except for that section, if a bank takes exception to any other section, is it acceptable to note this in the response? We normally respond with an exceptions and clarification section.

ANSWER TO QUESTION #1:

Yes, it is acceptable to note exceptions in the response.

➤ **QUESTION #2:**

We are questioning this statement:

Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Proposal submitted.

Does this statement mean that you are not allowing ANY exceptions to your RFP?

ANSWER TO QUESTION #2:

We would be willing to consider some exceptions to the RFP.

➤ **QUESTION #3:**

4.4.3 This section states that we should include all fees that are not shown on your schedule on a separate document labeled “**Additional Information for Service Group 1.**”

- Can you please clarify if we are allowed to list all fees on Attachment F or if you prefer a separate document for some of the fees?
- If a separate document, please state what specific fees should be included in Attachment F and “**Additional Information for Service Group 1.**”

ANSWER TO QUESTION #3:

Please be as descriptive as possible with all fees covered in the scope of the RFP listed in Attachment F. Please denote those services that are likely needed for the day-to-day functionality of SBBC’s banking relationship and provide an estimated monthly volume. For those services mentioned in the response, please denote these are services mentioned; but may not be required in the day-to-day scope.

➤ **QUESTION #4:**

Please describe the banking service “Mainframe Transaction Previous Day Reporting”. Is this a transmitted file? If so, what file format do you require?

ANSWER TO QUESTION #4:

Yes, this is a transmitted file.

➤ **QUESTION #5:**

Can the District provide a copy of the most recent 3 client account analysis statement(s) for the current banking services provider?

ANSWER TO QUESTION #5:

Please refer to the pro-forma monthly volume summarized and provided in "Attachment F". Account analysis statements will not be provided to preserve the competitiveness of the RFP.

➤ **QUESTION #6:**

Check Deposit-ICL or Remote Deposit Scanner: Please clarify the Remote Deposit requirements, including:

How many remote scanners does the District use?

What are the make and model of those scanners?

How many accounts are set up for remote deposit?

ANSWER TO QUESTION #6:

Two (2).

Teller Scan 240.

Currently, only one (1) account.

➤ **QUESTION #7:**

Vault Deposit - Please clarify the vault requirements, including:

- What armored carrier service do you use?
- On average how much in dollar value (currency) is deposited by the District each month through the vault?

ANSWER TO QUESTION #7:

Dunbar Armored.

The District has over 231 sites and the average daily deposit for one (1) site is \$280 (weekly - \$1,400).

➤ **QUESTION #8:**

Please provide a copy of SBBC investment policy.

ANSWER TO QUESTION #8:

See attached SBBC investment policy. Attachment A

➤ **QUESTION #9:**

Please provide the Earnings Credit Rate that the SBBC is earning, if any?

ANSWER TO QUESTION #9:

Currently, the incumbent bank is paying an above-market interest rate on balances with SBBC paying for banking services. SBBC is open to using compensating balances to pay for bank services.

➤ **QUESTION #10:**

Is the SBBC utilizing an overnight sweep? Please provide the average balance, rate of return, investment type, etc. for the overnight sweep account.

ANSWER TO QUESTION #10:

Yes, SBBC is currently using an interest-bearing DDA account to sweep funds overnight. Approximately \$75 million is invested with the bank nightly. The investment vehicle is a collateralized bank deposit.

➤ **QUESTION #11:**

Please describe any current EDI reporting services in place with your current provider, allowing the SBBC to post incoming ACH remittance addenda detail for your incoming vendor payments.

ANSWER TO QUESTION #11:

Currently, SBBC do not have any specialized reporting. However, we are receptive if it provides efficiencies and is cost effective.

➤ **QUESTION #12:**

Please provide the last three months of account analysis statements.

ANSWER TO QUESTION #12:

Please refer to the pro-forma monthly volume summarized and provided in "Attachment F" of the RFP. Account analysis statements will not be provided to preserve the competitiveness of the RFP.

I do not believe that we have any specialized reporting. However, we are receptive if it provides efficiencies and is cost effective.

➤ **QUESTION #13:**

Please provide the monthly average balance in the checking accounts for the last 12 months that

ANSWER TO QUESTION #13:

Yes.

➤ **QUESTION #14:**

Is SBBC currently using State Date service on check Positive Pay?

ANSWER TO QUESTION #14:

Yes.

➤ **QUESTION #15:**

Is SBBC willing to negotiate any of the Conditions listed in sections 6.0 and 7.0?

ANSWER TO QUESTION #15:

Possibly, depending on the condition.

➤ **QUESTION #16:**

Is SBBC currently using Controlled Disbursement service? If so, for which account(s)? Are the funds swept daily?

ANSWER TO QUESTION #16:

No. Funds are invested in an interest-bearing DDA account.

➤ **QUESTION #17:**

As listed on Attachment F, please provide a description for services listed as CashPay Monthly Maintenance ATM and CashPay Web User Services.

ANSWER TO QUESTION #17:

It is a pre-paid debit card issued to employees that choose not to provide bank account for direct deposit of payroll.

➤ **QUESTION #18:**

Would you be able to provide an investment statement or list of assets held in the multiple accounts for the custodial services portion of the RFP?

ANSWER TO QUESTION #18:

SBBC is not providing asset level detail at the current time. SBBC can assure you that the scope of custody services covers are all high-quality fixed-income investments, including U.S. Treasuries (63%), Federal Agencies (16%), Corporate Notes (13%), Commercial Paper (6%), and Municipal Bonds (2%). The Corporate Bonds are all rated A or higher. There are currently 135 lots.

➤ **QUESTION #19:**

On the cover page the due date is shown as being on March 19th, while on page 4 the due date is shown as being March 16th. Could you clarify the due date?

ANSWER TO QUESTION #19:

The due date is March 16, 2015

➤ **QUESTION #20:**

Does the SBBC have a contract with an armored car service for scheduled cash pick-ups for deposit at the bank?

ANSWER TO QUESTION #20:

Yes.

➤ **QUESTION #21:**

Does the School Board Sweep Balances entirely too overnight investments or does the school board have a target balance that is kept in the account?

ANSWER TO QUESTION #21:

All Funds are invested in an interest-bearing DDA account.

➤ **QUESTION #22:**

Would you be able to provide Sweep Statements showing the full balances that the school board currently maintains?

ANSWER TO QUESTION #22:

On average, \$75 million is swept nightly.

➤ **QUESTION #23:**

Section 7.1 indicates the School Board requested a cap of \$10 million dollars on Indemnification. Is there flexibility in lowering the cap to be more in line with the cost of the services provided by the Financial Institution?

ANSWER TO QUESTION #23:

No.

➤ **QUESTION #24:**

Please estimate the number and type of securities in each portfolio.

ANSWER TO QUESTION #24:

Please see statements attached. Attachment B

➤ **QUESTION #25:**

Are the Buys/Sells listed in the RFP in Attachment G an estimate of all buys/sells for all four portfolios or just the short term portfolio?

ANSWER TO QUESTION #25:

Corresponds to all four (4) portfolios.

➤ **QUESTION #26:**

Is the requirement to register the individual securities with SBBC as the owner non-negotiable or can the securities be registered in the custodian's nominee name?

ANSWER TO QUESTION #26:

It will be acceptable that the securities can be registered in the custodian's nominee name, however there must be internal sub-accounting in the bank's system to identify the assets are property of SBBC.

➤ **QUESTION #27:**

Is on-line wire capabilities non-negotiable?

ANSWER TO QUESTION #27:

It is negotiable.

➤ **QUESTION #28:**

Who are the investment managers for the Long Term, Self-Insurance 1-3 year, and Self Insurance 1-5 year portfolios?

ANSWER TO QUESTION #28:

PFM Asset Management LLC.

➤ **QUESTION #29:**

Please confirm the number of hard copies and electronic copies the School Board requires. Is it a total of 14 electronic copies that consist of 2 original and 12 copies on CD/flash drive? Also just confirming only 1 original paper hard copy is required with no additional copies.

ANSWER TO QUESTION #29:

No. One original physical copy is required with 12 additional physical paper copies. Two electronic copies (identical to the original) are required to be submitted on a CD or flash drive.

➤ **QUESTION #30:**

Please provide the RFP in a Word document

ANSWER TO QUESTION #30:

The document is only provided in PDF.

➤ **QUESTION #31:**

Please provide copies of your most recent analysis statements

ANSWER TO QUESTION #31:

Please refer to the pro-forma monthly volume summarized and provided in "Attachment F". Account analysis statements will not be provided to preserve the competitiveness of the RFP.

➤ **QUESTION #32:**

Deposit Processing 4.4.1.15.1.2- please provide a list of locations and the weekly average cash deposits for each location

ANSWER TO QUESTION #32:

The District has over 231 sites and the average daily deposit for one (1) site is \$280.00 (weekly is \$1,400.00).

➤ **QUESTION #33:**

Does SBBC currently have location numbers encoded on your deposit tickets?

ANSWER TO QUESTION #33:

Yes.

➤ **QUESTION #34:**

M/WBE Participation: Does the M/WBE Participation and completion of the monthly Utilization Report apply to this RFP due to the nature of the services being Banking and Custodial Services?

ANSWER TO QUESTION #34:

Yes.

➤ **QUESTION #35:**

Attachment F: Cost of Services

- a. Please describe the Mainframe Transaction Previous Day Reporting service.
- b. Please describe the Mainframe Transaction Previous Day Reporting Item service.
- c. Please describe the Reconciliation Supply service.

ANSWER TO QUESTION #35:

- a. Previous Day Information is transmitted by FTP to SBBC. This charge is for each account set up with this service – 5 in total.
- b. Previous Day Information is transmitted by FTP to SBBC. This charge is for each item transmitted.
- c. The prior line is part of this service. The line item reads “ARP Full Positive Pay Maintenance Positive Pay Reconciliation Supply.”

➤ **QUESTION #36:**

Attachment H: Bank Account structure

- a. Please define the M2M-PDR service listed.
- b. Please define the Depository + service listed.

ANSWER TO QUESTION #36:

This is a Depository Reconciliation Service that identifies individual locations making deposits.

➤ **QUESTION #37:**

Please provide copies of the current custody statements so we can review the specific number and types of securities held in custody, review the activity, and understand the reporting requirements.

ANSWER TO QUESTION #37:

The assets are all high-quality fixed-income investments, including U.S. Treasuries (63%), Federal Agencies (16%), Corporate Notes (13%), Commercial Paper (6%), and Municipal Bonds (2%). The Corporate Bonds are all rated A or higher. There are currently 135 lots.

➤ **QUESTION #38:**

What is the average balance of cash swept into the custodian's AAA-rated money market mutual fund?

ANSWER TO QUESTION #38:

Balances in the custodian's money market mutual fund are kept at a minimum. On average less than \$100,000.

➤ **QUESTION #39:**

Regarding Attachment G, Service Group 2 Fee Structure, describe the annual account maintenance fee and the annual administration fee. Are these per account and/or market value fees?

ANSWER TO QUESTION #39:

They can be either. Please disclose the bank's proposed fee structure, including the calculation method, and estimate the annual cost based on the assumptions provided.

➤ **QUESTION #40:**

Regarding Attachment G, Service Group 2 Fee Structure, shall we include our per item charges and then apply the transaction and account assumptions to arrive at the Total Estimated Annual Fee.

ANSWER TO QUESTION #40:

Yes.

➤ **QUESTION #41:**

Please provide the RFP in word format?

ANSWER TO QUESTION #41:

See the answer to Question #30

➤ **QUESTION #42:**

Please provide the last 3 months of bank account analysis and the last 3 months of regular bank statements.

ANSWER TO QUESTION #42:

Please refer to the pro-forma monthly volume summarized and provided in "Attachment F". Account analysis statements will not be provided to preserve the competitiveness of the RFP.

➤ **QUESTION #43:**

Is the School Board currently utilizing a Cash Safe (page 8 4.4.1.15.1.2)?

ANSWER TO QUESTION #43:

No.

➤ **QUESTION #44:**

What is the City's current ACH credit exposure to cover ACH vendor payments and payroll?

ANSWER TO QUESTION #44:

It would be around \$26 million.

➤ **QUESTION #45:**

Does the School Board currently utilize a Purchasing Card program? If so, how many card do you have in the program and what is the annual dollar spend?

ANSWER TO QUESTION #45:

This question is outside the scope of the RFP.

➤ **QUESTION #46:**

Is the line item for ACH Delete/Reversal per item or per batch?

ANSWER TO QUESTION #46:

It is "per item".

➤ **QUESTION #47:**

How many remote deposit scanners does the School Board currently utilize?

ANSWER TO QUESTION #47:

The district currently utilizes two (2) remote deposit scanners.

➤ **QUESTION #48:**

How many accounts does the School Board currently receive CD-ROM for?

ANSWER TO QUESTION #48:

All of the accounts

➤ **QUESTION #49:**

Please clarify what the School Board uses "Depository Sub Account Maintenance" for? Are these Escrow accounts?

ANSWER TO QUESTION #49:

To identify and verify all school locations that are making deposits.

➤ **QUESTION #50:**

Does the School Board currently use an armored car service to deliver deposits to the bank? If so, how many days/times per week and who is the current vendor?

ANSWER TO QUESTION #50:

The District utilizes Dunbar Armored for armored car service. They pick-up daily from 238 locations through-out Broward County.

➤ **QUESTION #51:**

What is the average cash deposit size?

ANSWER TO QUESTION #51:

Various amounts.

➤ **QUESTION #52:**

What is the composition of the deposit? Does the School Board send checks along with cash and coins? If so, does the School Board separate these deposits as checks only and cash only in separate bags? Or are they placed on- separate deposit tickets but in the same bag?

ANSWER TO QUESTION #52:

Mostly checks, very small amount of cash is deposited.

➤ **QUESTION #53:**

Will the individual schools be expected to receive the same prices as negotiated within this RFP? Sections 4.2 and 7.1 state that we must agree with their indemnification provision and if we don't we will be disqualified. Section 5.3 states they will not negotiate the indemnification provision.

ANSWER TO QUESTION #53:

This RFP does not include individual school depository accounts.

➤ **QUESTION #54:**

Will the bank be disqualified if we make the following exceptions to the below terms and conditions? Sections 4.2 and 7.1 state that we must agree with their indemnification provision and if we don't we will be disqualified. Section 5.3 states they will not negotiate the indemnification provision.

ANSWER TO QUESTION #54:

Yes.

➤ **QUESTION #55:**

Section 7.30 Background Screening: this provision as written is an issue because the organization cannot agree on behalf of the employees to have them go through the screening process. . Also, this RFP states the Bank would have to bear the cost of doing the screening, please provide expectations and any cost.

ANSWER TO QUESTION #55:

Current cost for Background \$91.75

➤ **QUESTION #56:**

Attachment A1 and A2, the bank is not able provide our employment diversity statistics. A written explanation will be provided. Will this suffice?

ANSWER TO QUESTION #56:

Attachment A1 and A2 is an evaluation criteria and the proposer's response will be evaluated according to the response provided.

➤ **QUESTION #57:**

Attachment D, the bank is not able to sign off on this form as is. Can the bank's Drug and Alcohol Policy be provided in lieu of this form, without disqualification?

ANSWER TO QUESTION #57:

Failure to sign and submit Attachment D will not disqualify the Proposer.

➤ **QUESTION #58:**

Custodial Services

1. How many investment advisors currently work on the School Board's account, and is sub accounting needed for each?

ANSWER TO QUESTION #58:

There is only one (1)

➤ **QUESTION #59:**

Please provide three months of account analysis statements, bank account statements, money market/savings accounts statement, etc., as applicable to this RFP.

ANSWER TO QUESTION #59:

Please refer to the pro-forma monthly volume summarized and provided in "Attachment F". Account analysis statements will not be provided to preserve the competitiveness of the RFP.

➤ **QUESTION #60:**

Does the School Board currently utilize Payee Verification for Positive Pay?

ANSWER TO QUESTION #60:

No. The District is receptive in adding "Payee" positive pay.

➤ **QUESTION #61:**

How does the School Board currently transmit Positive Pay files to the bank, i.e. upload through bank website, FTP transmission, etc.?

ANSWER TO QUESTION #61:

Currently, it is uploaded via FTP transmission.

➤ **QUESTION #62:**

How does the School Board currently transmit ACH files to the bank, i.e. upload through bank website, FTP transmission, etc.?

ANSWER TO QUESTION #62:

Currently, it is uploaded via FTP transmission.

➤ **QUESTION #63:**

Please provide samples of the Reconciliation reports the School Board would like to obtain from the bank?

ANSWER TO QUESTION #63:

This will be determine during the implementation phase.

➤ **QUESTION #64:**

Please provide all preferred File Specifications for ACH, Positive Pay, and Account Reconciliation.

ANSWER TO QUESTION #64:

Standard banking file format will be acceptable.

➤ **QUESTION #65:**

Does the School Board utilize Overnight Repurchase Agreements today? If yes, please provide statements.

ANSWER TO QUESTION #65:

No. Funds are currently in an interest-bearing DDA account. Approximately \$75 million is invested with the bank nightly.

➤ **QUESTION #66:**

Are the Smart Cards for students a requirement as part of this RFP, or may that be awarded separately?

ANSWER TO QUESTION #66:

No.

➤ **QUESTION #67:**

Would you be able to tell me regarding the attached RFP below, in the custody section is the buy and sell current year to date for 2015? Let me know when you get a chance.

ANSWER TO QUESTION #67:

The comment reading "year-to-date" should really be stated as the volume for the trailing 12 month period.

➤ **QUESTION #68:**

Can you let us know when these answers will be available and how we will be notified?

ANSWER TO QUESTION #68:

March 9, 2015 in an advertised Addendum

➤ **QUESTION #69:**

Can you provide account analysis statements for all of your analyzed bank accounts for the past three months and a summary or composite account analysis of all accounts?

ANSWER TO QUESTION #69:

Please refer to the pro-forma monthly volume summarized and provided in Attachment F. Account Analysis Statements will not be provided to preserve the competitiveness of the RFP.

➤ **QUESTION #70:**

Please provide last three months of bank statements for all depository account not on account analysis.

ANSWER TO QUESTION #70:

All of the accounts are on account analysis.

➤ **QUESTION #71:**

What is the current and historical Earnings Credit Rate (ECR) for your bank accounts? Which accounts are utilizing ECR to offset analysis service charge?

ANSWER TO QUESTION #71:

Currently, the District does not utilize ECR. All service charges are direct billed.

➤ **QUESTION #72:**

What is your current and historical interest rate earned on your bank account(s)? Which accounts are earning interest?

ANSWER TO QUESTION #72

To preserve the competitiveness of the RFP process, current and historical ECR information will not be provided. All accounts are set up to use compensating balances to offset analysis service charges.

➤ **QUESTION #73:**

Please share with us why you are placing your banking services out to bid?

ANSWER TO QUESTION #73

Our contract will expire on June 1, 2015.

➤ **QUESTION #74:**

Who is your current bank services provider and how long have you been banking with them? When does your existing banking services contract expire?

ANSWER TO QUESTION #74:

It will be 11 years this coming June 2015 that the District has utilize the same bank.

➤ **QUESTION #75:**

What was the original execution date, term, expiration date, and renewal/extension options of you banking services contract?

ANSWER TO QUESTION #75:

The last agreement was awarded July 1, 2009 with an expiration date of June 2, 2013. The School District renewed the contract for 2 additional years.

31103110**INVESTMENT OF FUNDS**

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the School District of Broward County, Florida (hereinafter "District"). These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

I. SCOPE:

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by the District and shall be identified as "Pooled Funds" of the District with the exception of Pension Funds, and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Funds held by state agencies (e.g., Department of Education) are not subject to the provisions of this policy. Pooled funds shall include internal accounts of schools and direct support organizations that choose to have the Treasurer invest funds on their behalf.

RULES:**II. INVESTMENT OBJECTIVES****A. Safety of Principal**

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

From time to time, securities may be purchased at a premium or traded for other securities to improve yield, maturity or credit risk. For these transactions, a loss may be incurred for accounting purposes to achieve optimal investment return, provided any of the following occurs with respect to the replacement security:

1. The yield has been increased, or
2. The maturity has been reduced or lengthened, or
3. The quality of the investment has been improved.

31103110**B. Maintenance of Liquidity**

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodical cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

C. Return on Investment

Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

III. DELEGATION OF AUTHORITY

In accordance with the District's Administrative Policies, the responsibility for providing oversight and direction in regard to the management of the investment program resides with the District's Chief Financial Officer (CFO). The management responsibility for all District funds in the investment program and investment transactions is delegated to the District's Treasurer. The CFO shall establish written procedures for the operation of the investment portfolio and a system of internal accounting and administrative controls to regulate the activities of employees. The District may employ an Investment Manager to assist in managing some of the District's portfolios. Such Investment Manager must be registered under the Investment Advisors Act of 1940.

IV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio's performance, the District will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the District to measure its returns against other investors in the same markets.

A. Short Term Funds

The State Board of Administration's Local Government Surplus Funds Trust Fund ("SBA Pool") will be used as a benchmark as compared to the portfolios' net book value rate of return for current operating funds.

B. Long Term Funds

Investment performance of funds designated as self insurance funds, core funds and other non-operating funds that have a longer-term investment horizon will be compared to an index comprised of U. S. Treasury / Agency or Government securities.

1. Self Insurance Fund

The Self Insurance Fund consists of longer term investments with assets invested in three maturity phases. Assets invested in each maturity phase

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will be determined by the Chief Financial Officer and will be managed against the appropriate Merrill Lynch Treasury / Agency Index Benchmark as follows:

Phase 1 Benchmark: Merrill Lynch 1-3 Year U.S. Treasury / Agency Index

Phase 2 Benchmark: Merrill Lynch 1-5 Year U.S. Treasury / Agency Index

Phase 3 Benchmark: Merrill Lynch 1-10 Year U.S. Treasury / Agency Index

2. Core Funds

The long-term investment portfolio shall be designed with the annual objective of exceeding the return of the Merrill Lynch 1-3 Year Treasury / Agency Index compared to the portfolio's total rate of return. The Merrill Lynch 1-3 Year Treasury / Agency Index represents all U.S. Treasury and Agency securities maturing over one year, but less than three years. This maturity range is an appropriate benchmark based on the objectives of the County.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the CFO in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character

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and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the District any material financial interests in financial institutions that conduct business with the District, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the District's investment program.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The CFO shall establish a system of internal controls and operational procedures that are in writing and made a part of the District's operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation, by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts and collateral/depository agreements. No person may engage in an investment transaction except as authorized under the terms of this policy.

Independent auditors, the Financial Advisory Committee as well as financial auditors, as a normal part of the annual financial audit to the District shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the District's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Treasurer may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the District's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the District. The Financial Advisory Committee, Treasurer or the Treasurer's designee shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment. Investments not listed in this policy are prohibited.

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- A. The Florida Local Government Surplus Funds Trust Fund ("SBA")
 - 1. Investment Authorization
The Treasurer may invest in the SBA.
 - 2. Portfolio Composition
Up to 100% of available funds may be invested in the SBA.
- B. United States Government Securities
 - 1. Purchase Authorization
The Treasurer may invest in negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:
 - Cash Management Bills
 - Inflation Index Securities
 - Treasury Securities – State and Local Government Series ("SLGS")
 - Treasury Bills
 - Treasury Notes
 - Treasury Bonds
 - Treasury Strips
 - 2. Portfolio Composition
Up to 100% of available funds may be invested in the United States Government Securities.
 - 3. Maturity Limitations
The maximum length to maturity of any direct investment in the United States Government Securities is ten (10) years from the date of purchase.
- C. United States Government Agencies
 - 1. Purchase Authorization
The Treasurer may invest in bonds, debentures, notes or callables issued or guaranteed by the United States Governments agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:
 - United States Export – Import Bank
 - Direct obligations or fully guaranteed certificates of beneficial ownership
 - Farmer Home Administration
 - Certificates of beneficial ownership
 - Federal Financing Bank

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-Discount notes, notes and bonds
 Federal Housing Administration Debentures
 General Services Administration
 United States Maritime Administration Guaranteed
 -Title XI Financing
 New Communities Debentures
 -United States Government guaranteed debentures
 United States Public Housing Notes and Bonds
 -United States Government guaranteed public housing notes and
 bonds
 United States Department of Housing and Urban Development
 -Project notes and local authority bonds

2. Portfolio Composition
 A maximum of 50% of available funds may be invested in United States Government agencies.
3. Limits on Individual Issuers
 A maximum of 25% of available funds may be invested in individual United States Government agencies.
4. Maturity Limitations
 The maximum length to maturity for an investment in any United States Government agency security is ten (10) years from the date of purchase.

D. Federal Instrumentalities (United States Government sponsored agencies)

1. Purchase Authorization
 The Treasurer may invest in bonds, debentures, inflation index securities notes or callables issued or guaranteed by United States Government sponsored agencies (Federal Instrumentalities) which are non-full faith and credit agencies limited to the following:

Federal Farm Credit Bank (FFCB)
 Federal Home Loan Bank or its district banks (FHLB)
 Federal National Mortgage Association (FNMA)
 Federal Home Loan Mortgage Corporation (Freddie-Macs) including
 Federal -Home Loan Mortgage Corporation participation certificates
 Student Loan Marketing Association (Sallie-Mae)

2. Portfolio Composition
 A maximum of 80% of available funds may be invested in Federal Instrumentalities.

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3. Limits on Individual Issuers

A maximum of 40% of available funds may be invested in any one issuer.

4. Maturity Limitations

The maximum length to maturity for an investment in any Federal Instrumentality security is ten (10) years from the date of purchase.

E. Interest Bearing Time Deposit or Saving Accounts

1. Purchase Authorization

The Treasurer may invest in non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. Additionally, the bank shall not be listed with any recognized credit watch information service.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in nonnegotiable interest bearing time certificates of deposit.

3. Limits on Individual Issuers

A maximum of 15% of available funds may be deposited with any one issuer.

4. The maximum maturity on any certificate shall be no greater than one (1) year from the date of purchase.

F. Repurchase Agreements

1. Purchase Authorization

a. The Treasurer may invest in repurchase agreements composed of only those investments based on the requirements set forth by the District's Master Repurchase Agreement. All firms are required to sign the Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.

b. A third party custodian with whom the District has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Treasurer and retained.

c. Securities authorized for collateral are negotiable direct obligations of the United States Government, Government Agencies, and Federal

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Instrumentalities with maturities under five (5) years and must have a market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from 102 percent requirement are permissible only upon the approval of the Treasurer.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in repurchase agreements excluding one (1) business day agreements and overnight sweep agreements.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested with any one institution.

4. Limits on Maturities

The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

G. Commercial Paper

1. Purchase Authorization

The Treasurer may invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper). If the commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated "A" or better by at least two nationally recognized rating agencies.

2. Portfolio Composition

A maximum of 35% of available funds may be directly invested in prime commercial paper.

3. Limits on Individual Issuers

A maximum of 10% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

H. Corporate Notes

1. Purchase Authorization

The Treasurer may invest in corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, at a

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minimum "Aa" by Moody's and a minimum long term debt rating of "AA" by Standard & Poor's.

2. **Portfolio Composition**
A maximum of 25% of available funds may be directly invested in corporate notes.
3. **Limits on Individual Issuers**
A maximum of 5% of available funds may be invested with any one issuer.
4. **Maturity Limitations**
The maximum length to maturity for corporate notes shall be five (5) years from the date of purchase.

I. **Bankers' Acceptances**

1. **Purchase Authorization**
The Treasurer may invest in Bankers' Acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System, at the time of purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's Investors Services and "A-1" Standard & Poor's.
2. **Portfolio Composition**
A maximum of 35% of available funds may be directly invested in Bankers' acceptances
3. **Limits on Individual Issuers**
A maximum of 10% of available funds may be invested with any one issuer.
4. **Maturity Limitations**
The maximum length to maturity for Bankers' acceptances shall be 180 days from the date of purchase.

J. **State and/or Local Government Taxable and/or Tax-Exempt Debt**

1. **Purchase Authorization**
The Treasurer may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.
2. **Portfolio Composition**
A maximum of 20% of available funds may be invested in taxable and tax-exempt debts.
3. **Maturity Limitations**

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A maximum length to maturity for an investment in any state or local government debt security is three (3) years from the date of purchase.

K. Registered Investment Companies (Money Market Mutual Funds)

1. Investment Authorization

The Treasurer may invest in shares in open-end, no-load provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 90 days or less. In addition, the share value of the money market funds must equal to \$1.00.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in money market funds.

3. Limits of Individual Issuers

A maximum of 25% of available funds may be invested with any one money market fund.

4. Rating Requirements

The money market funds shall be rated "AAm" or "AAm-G" or better by Standard & Poor's, or the equivalent by another rating agency.

5. Due Diligence Requirements

A thorough review of any money market fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Treasurer that will contain a list of questions that covers the major aspects of any investment pool/fund.

L. Intergovernmental Investment Pool

1. Investment Authorization

The Treasurer may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in intergovernmental investment pools.

3. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis.

There shall be a questionnaire developed by the Treasurer that will contain a list of questions that covers the major aspects of any investment pool/fund.

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M. Mortgage-Backed Securities (MBS)

1. Investment Authorization

The Treasurer may invest in mortgage-backed securities (MBS) which are usually based on mortgages that are guaranteed by a government agency for payment of principal and a guarantee of timely payment.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in MBS.

3. Limits of Individual Issuers

A maximum of 20% of available funds may be invested with any one MBS.

4. Rating Requirements

MBS shall be AA rated or better by Standard & Poor's or the equivalent by another nationally recognized rating agency.

5. Maturity Limitations

A maximum length to maturity for an investment in any MBS is ten (10) years from the date of purchase.

N. Asset-Backed Securities (ABS)

1. Investment Authorization

The Treasurer may invest in asset-backed securities (ABS) which are bonds or notes backed by financial assets.

2. Portfolio Composition

A maximum of 10% of available funds may be invested in ABS.

3. Limits of Individual Issuers

A maximum of 5% of available funds may be invested with any one ABS.

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4. Rating Requirements

ABS shall be AA rated or better by Standard & Poor's or the equivalent by another nationally recognized rating agency.

5. Maturity Limitations

A maximum length to maturity for an investment in any ABS is ten (10) years from the date of purchase.

O. Short Term Bond Funds

1. Investment Authorization

The Treasurer may invest in bond funds.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in bond funds.

3. Limits of Individual Issuers

A maximum of 10% of available funds may be invested with any one bond fund.

4. Rating Requirements and Duration

Bonds funds shall be AAA rated or better by Standard & Poor's or the equivalent by another nationally recognized rating agency. Duration shall be no greater than 1.7 years.

5. Due Diligence Requirements

A thorough investigation of any bond fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Treasurer that will contain a list due diligence considerations that deal with the major aspects of any investment pool/fund. A current prospectus must be obtained.

IX. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements requires specific Board approval prior to their use. If the Board approves the use of derivative products, the Treasurer shall develop sufficient understanding of the derivative products and have the expertise to manage them. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying

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assets or indices or asset values. If the Board approves the use of reverse repurchase agreements or other forms of leverage, the investment shall be limited to transactions in which the proceeds are intended to provide liquidity and for which the Treasurer has sufficient resources and expertise to manage them.

X. CONTINUING EDUCATION

The Chief Financial Officer, treasurer and appropriate staff designated by the Chief Financial Officer shall each annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

XI. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized District staff and Investment Advisors shall only purchase securities from financial institutions, which are qualified as public depositories by the Treasurer of the State of Florida, or institutions designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York. The Financial Advisory Committee may approve other regional or local broker/dealer, as it deems appropriate.

Authorized District staff and Investment Advisors shall only enter into repurchase agreements with financial institutions that are state qualified public depositories and primary securities dealers as designated by the Federal Reserve Bank of New York.

For the investment of debt proceeds, Financial Institutions shall be selected pursuant to the debt covenants.

XII. MATURITY AND LIQUIDITY REQUIREMENTS

Operating Funds

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months.

Core Funds

Investments of reserves, project funds, debt proceeds and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years and the average duration of the funds as a whole may not exceed three (3) years.

31103110**Self Insurance Funds**

Investments of self insurance funds shall have terms appropriate investment balances based on actuarial reports as provided by the District. Self Insurance Fund investments shall be invested between one (1) and ten (10) years, but in no event shall exceed ten (10) years and the average duration of the funds as a whole may not exceed four (4) years.

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

XIII. REPORTING

The Treasurer and/or Investment Advisor shall provide the CFO with quarterly investment reports. Schedules in the quarterly report should include the following:

- A. A listing of individual securities held at the end of the reporting period
- B. Percentage of available funds represented by each investment type
- C. Coupon, discount or earning rate
- D. Average life or duration and final maturity of all investments
- E. Par value, and market value

On a quarterly basis, the Treasurer shall prepare and submit to the Board, a written report on all invested funds. The quarterly report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment. The quarterly report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public. On an annual basis, an Investment Report shall be prepared and submitted to the Board at a retreat.

XIV. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchase by, and all collateral obtained by the District should be properly designated as an asset of the District. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the CFO and which authorization has been provided, in writing, to the

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custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Treasurer with safekeeping receipts that provide detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free.

XV. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Treasurer or the Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in questions. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected. However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

- A. Telerate Information System
- B. Bloomberg Information Systems
- C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing
- D. Daily market pricing provided by the District's custodian or their correspondent institutions

The Treasurer or the Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Treasurer or the Investment Advisor, competitive bidding would inhibit the selection process. Examples of when this method may be used include:

When time constraints due to unusual circumstances preclude the use of the competitive bidding process.

When no active market exists for the issue being traded due to the age or depth of the issue.

When a security is unique to a single dealer, for example, a private placement.

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When the transaction involves new issues or issues in the “when issued” market.

Overnight sweep repurchase agreements will not be bid, but may be placed with the District’s depository bank relating to the demand account for which the repurchase agreement was purchased.

Authority: F.S. 1001.41(1) (2), 218.415

Adopted: 1/18/00, 4/28/06, 6/5/07

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SCHOOL BOARD OF BROWARD COUNTY
Account Number: 1AA12954

Statement Ending: January 31, 2015

Portfolio Holdings *Security positions held with Wells Fargo Bank N.A.*

Security ID	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Original Par Pledged**	Callable
Bonds USD								
40427SP94	HSBC USA INC DISCOUNTED COMMERCIAL PAPER	02/09/15	0.000%	1,000,000.000	99.9974	999,974.00		
9497F1PD6	WELLS FARGO & COMPANY DISCOUNTED COMMERCIAL PAPER	02/13/15	0.000%	1,000,000.000	99.9954	999,953.80		
22533UQ22	CREDIT AGRICOLE CRP&IN DISCOUNTED COMMERCIAL PAPER	03/02/15	0.000%	2,600,000.000	99.9879	2,599,685.92		
36959JQR7	GENERAL ELECTRIC CAPITAL CORP DISCOUNTED COMMERCIAL PAPER	03/25/15	0.000%	2,400,000.000	99.9823	2,399,575.20		
46640QR78	J.P. MORGAN SECURITIES DISCOUNTED COMMERCIAL PAPER	04/07/15	0.000%	650,000.000	99.9627	649,757.68		
90262DRE7	UBS FINANCE (DE) INC. DISCOUNTED COMMERCIAL PAPER	04/14/15	0.000%	1,500,000.000	99.9581	1,499,371.95		
06538CS69	BANK OF TOKYO-MITSUBISI DISCOUNTED COMMERCIAL PAPER	05/06/15	0.000%	2,350,000.000	99.9349	2,348,470.86		
3137EACM9	FREDDIE MAC	09/10/15	1.750%	50,000.000	100.9525	50,476.25		N
31398A4M1	FANNIE MAE	10/26/15	1.625%	230,000.000	101.0425	232,397.75		N
36962G4T8	GENERAL ELEC CAP CORP	11/09/15	2.250%	35,000.000	101.4249	35,498.72		N
912828PJ3	UNITED STATES TREASURY UNNT	11/30/15	1.375%	50,000.000	100.9844	50,492.20		N
605581DQ7	MISSISSIPPI ST TXBL-SER A	12/01/15	2.000%	250,000.000	101.2660	253,165.00		Y
3135G0SB0	FANNIE MAE	12/21/15	0.375%	250,000.000	100.0999	250,249.75		N
3130A0GK0	FEDERAL HOME LOAN BANK	12/30/15	0.375%	625,000.000	100.1045	625,653.13		Y
912828B41	UNITED STATES TREASURY NOTE	01/31/16	0.375%	3,300,000.000	100.1797	3,305,930.10		
3135G0VA8	FANNIE MAE	03/30/16	0.500%	950,000.000	100.2787	952,647.65		N
931142DE0	WAL-MART STORES INC	04/11/16	0.600%	150,000.000	100.2599	150,389.85		N
912828QF0	UNITED STATES TREASURY NT	04/30/16	2.000%	10,625,000.000	102.1250	10,850,781.25		
037833AH3	APPLE INC	05/03/16	0.450%	510,000.000	100.1000	510,510.00		N
459200HL8	IBM CORP	05/06/16	0.450%	2,850,000.000	100.0874	2,852,490.90		N
759911X88	REGL TRANSPRTN AUTH IL TXBL-WORKING CASH NT-SER A1	05/06/16	0.550%	2,850,000.000	99.8690	2,846,266.50		N
89236TAL9	TOYOTA MOTOR CREDIT CORP	05/17/16	0.800%	690,000.000	100.3454	692,383.26		N
912828WM8	UNITED STATES TREASURY NOTE	05/31/16	0.375%	5,260,000.000	100.1094	5,265,754.44		
912828VG2	UNITED STATES TREASURY NOTE	06/15/16	0.500%	530,000.000	100.2812	531,490.36		
912828KZ2	UNITED STATES TREASURY NT	06/30/16	3.250%	3,870,000.000	104.1406	4,030,241.22		N
912828QX1	US TREASURY NOTE	07/31/16	1.500%	3,985,000.000	101.7422	4,054,426.67		
084664BX8	BERKSHIRE HATHAWAY FIN	08/15/16	0.950%	1,345,000.000	100.7310	1,354,831.95		N

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SCHOOL BOARD OF BROWARD COUNTY
Account Number: 1AA12964

Statement Ending: January 31, 2015

Portfolio Holdings (Continued) *Security positions held with Wells Fargo Bank N.A.*

Security ID	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Original Par Pledged**	Callable
Bonds USD								
912828FQ8	UNITED STATES TREASURY NT	08/15/16	4.875%	1,315,000.000	106.9531	1,406,433.27		N
912828RF9	UNITED STATES TREASURY	08/31/16	1.000%	11,445,000.000	101.0000	11,559,450.00		
3130A2T97	FEDERAL HOME LOAN BANK	09/28/16	0.500%	6,180,000.000	100.1084	6,186,699.12		N
3135G0CM3	FANNIE MAE	09/28/16	1.250%	825,000.000	101.3255	835,935.38		N
191216BD1	COCA-COLA CO/THE	11/01/16	0.750%	535,000.000	100.3199	536,711.47		N
912828RU6	UNITED STATES TREASURY NT	11/30/16	0.875%	1,880,000.000	100.8047	1,895,128.36		
912828RX0	UNITED STATES TREASURY NT	12/31/16	0.875%	8,060,000.000	100.7656	8,121,707.36		
3137EADU0	FREDDIE MAC	01/27/17	0.500%	2,843,000.000	99.8799	2,839,585.56		N
912828SC5	UNITED STATES TREASURY NT	01/31/17	0.875%	9,035,000.000	100.7500	9,102,762.50		
459200HC8	IBM CORP	02/06/17	1.250%	1,000,000.000	101.0532	1,010,532.00		N
912828SJ0	UNITED STATES TREASURY NT	02/28/17	0.875%	180,000.000	100.7500	181,350.00		
30231GAA0	EXXON MOBIL CORPORATION	03/15/17	0.921%	1,500,000.000	100.5888	1,508,832.00		N
3130A1CR7	FEDERAL HOME LOAN BANK	03/27/17	1.625%	2,850,000.000	100.2191	2,856,244.35		Y
912828SM3	US TREASURY NOTE	03/31/17	1.000%	7,305,000.000	100.9922	7,377,480.21		N
931142DN0	WAL-MART STORES INC	04/21/17	1.000%	530,000.000	100.5915	533,134.95		N
3130A1LJ5	FEDERAL HOME LOAN BANK	04/28/17	1.625%	100,000.000	100.3435	100,343.50		Y
912828SS0	US TREASURY	04/30/17	0.875%	4,520,000.000	100.7344	4,553,194.88		N
037833AM2	APPLE INC	05/05/17	1.050%	3,000,000.000	100.7581	3,022,743.00		N
89236TBH7	TOYOTA MOTOR CREDIT CORP	05/16/17	1.125%	1,575,000.000	100.5069	1,582,983.68		N
3137EADH9	FREDDIE MAC	06/29/17	1.000%	100,000.000	100.7179	100,717.90		N
912828TB6	UNITED STATES TREASURY NT	06/30/17	0.750%	125,000.000	100.3750	125,468.75		
3137EADJ5	FREDDIE MAC	07/28/17	1.000%	3,850,000.000	100.7744	3,879,814.40		N
912828TG5	US TREASURY	07/31/17	0.500%	250,000.000	99.6875	249,218.75		
3135G0MZ3	FANNIE MAE	08/28/17	0.875%	165,000.000	100.3846	165,634.59		N
912828TM2	UNITED STATES TREASURY NT	08/31/17	0.625%	6,175,000.000	99.8906	6,168,244.55		
3135G0ZL0	FANNIE MAE	09/27/17	1.000%	1,540,000.000	100.5215	1,548,031.10		N
3135G0PQ0	FANNIE MAE	10/26/17	0.875%	100,000.000	100.3475	100,347.50		N
912828TW0	UNITED STATES TREASURY NT	10/31/17	0.750%	1,680,000.000	100.0859	1,681,443.12		
166764AL4	CHEVRON CORP	11/15/17	1.345%	1,455,000.000	100.8092	1,466,773.86		N
478160BL7	JOHNSON & JOHNSON	11/21/17	1.125%	1,930,000.000	100.5272	1,940,174.96		N
912828UA6	UNITED STATES TREASURY NT	11/30/17	0.625%	3,955,000.000	99.6875	3,942,640.63		
369604BC6	GENERAL ELECTRIC CO	12/06/17	5.250%	100,000.000	111.5662	111,566.20		N

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SCHOOL BOARD OF BROWARD COUNTY
Account Number: 1AA12964

Statement Ending: January 31, 2015

Portfolio Holdings (Continued) *Security positions held with Wells Fargo Bank N.A.*

Security ID	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Original Par Pledged**	Callable
Bonds USD								
89236TCA1	TOYOTA MOTOR CREDIT CORP	01/12/18	1.450%	495,000.000	100.8132	499,025.34		N
912828UJ7	UNITED STATES TREASURY NT	01/31/18	0.875%	1,080,000.000	100.2734	1,082,952.72		
459200HK0	IBM CORP	02/08/18	1.250%	100,000.000	100.4500	100,450.00		N
3137EADP1	FREDDIE MAC	03/07/18	0.875%	135,000.000	99.8928	134,855.28		N
931142DF7	WAL-MART STORES INC	04/11/18	1.125%	60,000.000	100.2101	60,126.06		N
3135G0WJ8	FANNIE MAE	05/21/18	0.875%	175,000.000	99.6425	174,374.38		N
166764AE0	CHEVRON CORP	06/24/18	1.718%	80,000.000	101.4859	81,188.72		Y
3135G0YT4	FANNIE MAE	11/27/18	1.625%	50,000.000	101.9828	50,991.40		N
912828A34	UNITED STATES TREASURY NOTE	11/30/18	1.250%	80,000.000	100.8984	80,718.72		
912828B33	UNITED STATES TREASURY NOTE	01/31/19	1.500%	150,000.000	101.7969	152,695.35		
912828C65	UNITED STATES TREASURY NOTE	03/31/19	1.625%	50,000.000	102.2656	51,132.80		
912828ST8	US TREASURY	04/30/19	1.250%	150,000.000	100.7031	151,054.65		N
912828KQ2	UNITED STATES TREASURY NT	05/15/19	3.125%	30,000.000	108.4766	32,542.98		N
3137EADG1	FREDDIE MAC	05/30/19	1.750%	75,000.000	102.7462	77,059.65		N
				138,718,000.000		139,813,362.31	0.00	

*See important information regarding security pricing on Page 2.

**Total amount that is pledged to or held for another party or parties. Refer to the Pledge Detail Report for more information.

Daily Account Activity

Your investment transactions during this statement period.

Transaction / Trade Date	Settlement / Effective Date	Activity	Security ID	Description	Par / Quantity	Price	Principal Amount	Income Amount	Debit / Credit Amount
Transaction Activity USD									
01/07/15	01/12/15	Purchase	89236TCA1	TOYOTA MOTOR CREDIT CORP	235,000.00	99.8630000	(234,678.05)	0.00	(234,678.05)
01/07/15	01/12/15	Purchase	89236TCA1	TOYOTA MOTOR CREDIT CORP	260,000.00	99.8630000	(259,643.80)	0.00	(259,643.80)
01/07/15	01/12/15	Sold	89236TAL9	TOYOTA MOTOR CREDIT CORP	(240,000.00)	100.1910000	240,458.40	293.33	240,751.73
01/07/15	01/12/15	Sold	89236TAL9	TOYOTA MOTOR CREDIT CORP	(250,000.00)	100.1910000	250,477.50	305.58	250,783.08
01/12/15	01/12/15	Sold	912828B41	UNITED STATES TREASURY NOTE	(15,000.00)	100.1601563	15,024.02	25.22	15,049.24
01/15/15	01/16/15	Purchase	3137EADU0	FREDDIE MAC	1,309,000.00	99.8250000	(1,306,709.25)	0.00	(1,306,709.25)
01/15/15	01/16/15	Purchase	3137EADU0	FREDDIE MAC	1,534,000.00	99.8250000	(1,531,315.50)	0.00	(1,531,315.50)
01/15/15	01/16/15	Sold	912828RU6	UNITED STATES TREASURY NT	(1,310,000.00)	100.7734375	1,320,132.03	1,480.05	1,321,612.08

ATTACHMENT B

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SCHOOL BOARD OF BROWARD CO FL

Statement Ending: January 31, 2015

Account Number: 1AA00782

Portfolio Holdings *Security positions held with Wells Fargo Bank N.A.*

Security ID	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Original Par Pledged**	Callable
Bonds USD								
313384BM0	FED HOME LN DISCOUNT NT	02/05/15	0.000%	10,000,000.000	99.9998	9,999,980.00		N
313384CK3	FED HOME LN DISCOUNT NT	02/27/15	0.000%	10,000,000.000	99.9986	9,999,860.00		N
3130A1E79	FEDERAL HOME LOAN BANK	03/12/15	0.160%	10,000,000.000	100.0094	10,000,940.00		N
912828SK7	UNITED STATES TREASURY NT	03/15/15	0.375%	10,000,000.000	100.0352	10,003,520.00		
313384DD8	FED HOME LN DISCOUNT NT	03/17/15	0.000%	10,000,000.000	99.9968	9,999,680.00		N
912828UT5	UNITED STATES TREASURY NT	03/31/15	0.250%	10,000,000.000	100.0312	10,003,120.00		
313384DU0	FED HOME LN DISCOUNT NT	04/01/15	0.000%	10,000,000.000	99.9932	9,999,320.00		N
912828SP6	US TREASURY	04/15/15	0.375%	10,000,000.000	100.0586	10,005,860.00		N
3130A2NK8	FEDERAL HOME LOAN BANK	04/17/15	0.120%	10,000,000.000	99.9968	9,999,680.00		N
313384EZ8	FED HOME LN DISCOUNT NT	04/30/15	0.000%	10,000,000.000	99.9898	9,998,980.00		N
912828UY4	UNITED STATES TREASURY NT	04/30/15	0.125%	10,000,000.000	99.9844	9,998,440.00		
64952WAW3	NEW YORK LIFE GLOBAL FDG	05/04/15	3.000%	4,000,000.000	100.6709	4,026,836.00		N
313384FH7	FED HOME LN DISCOUNT NT	05/08/15	0.000%	10,000,000.000	99.9847	9,998,470.00		N
3130A3GN8	FEDERAL HOME LOAN BANK	05/12/15	0.100%	10,000,000.000	99.9988	9,999,880.00		N
912828SU5	US TREASURY	05/15/15	0.250%	10,000,000.000	100.0547	10,005,470.00		
313396FU2	FREDDIE MAC DISCOUNT NT	05/19/15	0.000%	10,000,000.000	99.9829	9,998,290.00		N
912828VD9	UNITED STATES TREASURY NOTE	05/31/15	0.250%	10,000,000.000	100.0312	10,003,120.00		
09247XAK7	BLACKROCK INC	06/01/15	1.375%	5,000,000.000	100.3473	5,017,365.00		N
3130A3LU6	FEDERAL HOME LOAN BANK	06/01/15	0.110%	10,000,000.000	99.9872	9,998,720.00		N
912828SZ4	UNITED STATES TREASURY NT	06/15/15	0.375%	10,000,000.000	100.1133	10,011,330.00		
313396GZ0	FREDDIE MAC DISCOUNT NT	06/17/15	0.000%	10,000,000.000	99.9737	9,997,370.00		N
822582AQ5	SHELL INTERNATIONAL FIN	06/28/15	3.100%	5,000,000.000	101.0835	5,054,175.00		N
912828VH0	UNITED STATES TREASURY NOTE	06/30/15	0.375%	10,000,000.000	100.1211	10,012,110.00		
313396JC8	FREDDIE MAC DISCOUNT NT	07/14/15	0.000%	10,000,000.000	99.9640	9,996,400.00		N
912828TD2	UNITED STATES TREASURY NT	07/15/15	0.250%	10,000,000.000	100.0781	10,007,810.00		
912828VN7	UNITED STATES TREASURY NOTE	07/31/15	0.250%	10,000,000.000	100.0859	10,008,590.00		
313588JZ9	FED NATL MTG ASSN DISCOUNT NOT E	08/04/15	0.000%	10,000,000.000	99.9542	9,995,420.00		N
912828TK6	UNITED STATES TREASURY NOTE	08/15/15	0.250%	10,000,000.000	100.0820	10,008,200.00		
313396KQ5	FREDDIE MAC DISCOUNT NT	08/19/15	0.000%	10,000,000.000	99.9505	9,995,050.00		N
912828VU1	UNITED STATES TREASURY NOTE	08/31/15	0.375%	10,000,000.000	100.1523	10,015,230.00		
313396LD3	FREDDIE MAC DISCOUNT NT	09/01/15	0.000%	10,000,000.000	99.9414	9,994,140.00		N
3137EACM9	FREDDIE MAC	09/10/15	1.750%	10,000,000.000	100.9525	10,095,250.00		N

Safekeeping

000212 1000119 0011 10117 LYN#2779281-00012281 74295-0010 41953 02-05-15P

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SCHOOL BOARD OF BROWARD CO FL

Account Number: 1AA00782

Statement Ending: January 31, 2015

Portfolio Holdings (Continued) *Security positions held with Wells Fargo Bank N.A.*

Security ID	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Original Par Pledged**	Callable
Bonds USD								
313396LT8	FREDDIE MAC DISNT	09/15/15	0.000%	10,000,000.000	99.9375	9,993,750.00		N
912828TP5	UNITED STATES TREASURY NOTE	09/15/15	0.250%	10,000,000.000	100.0625	10,006,250.00		
3130A2ZT6	FEDERAL HOME LOAN BANK	09/17/15	0.200%	10,000,000.000	100.0069	10,000,690.00		N
3135G0NV1	FANNIE MAE	09/28/15	0.500%	10,000,000.000	100.2008	10,020,080.00		N
3130A3AS3	FEDERAL HOME LOAN BANK	09/30/15	0.190%	12,290,000.000	99.3394	12,208,812.26		N
912828VY3	UNITED STATES TREASURY NOTE	09/30/15	0.250%	10,000,000.000	100.0820	10,008,200.00		
313396MK6	FED HOME LN MTG CORP DISC NOTE	10/01/15	0.000%	10,000,000.000	99.9163	9,991,630.00		N
912828TT7	UNITED STATES TREASURY NT	10/15/15	0.250%	10,000,000.000	100.0625	10,006,250.00		
313396NE9	FED HOME LOAN MTG CORP DISCOUN T NOTE	10/20/15	0.000%	10,000,000.000	99.9097	9,990,970.00		N
31398A4M1	FANNIE MAE	10/26/15	1.625%	10,000,000.000	101.0425	10,104,250.00		N
912828PE4	UNITED STATES TREASURY UNNT	10/31/15	1.250%	10,000,000.000	100.7969	10,079,690.00		N
313396NW9	FED HOME LOAN MTG CORP DISCNOT E	11/05/15	0.000%	10,000,000.000	99.8543	9,985,430.00		N
313396PB3	FED HOME LOAN MTG CORP DISCNOT E	11/10/15	0.000%	10,000,000.000	99.8517	9,985,170.00		N
912828TX8	UNITED STATES TREASURY NT	11/15/15	0.375%	10,000,000.000	100.1562	10,015,620.00		
912828PJ3	UNITED STATES TREASURY UNNT	11/30/15	1.375%	10,000,000.000	100.9844	10,098,440.00		N
3130A3PT5	FHLB 0.125 12/15	12/08/15	0.125%	10,000,000.000	99.9018	9,990,180.00		N
912828UC2	UNITED STATES TREASURY NT	12/15/15	0.250%	10,000,000.000	100.0547	10,005,470.00		
912828A67	UNITED STATES TREASURY NOTE	12/31/15	0.250%	10,000,000.000	100.0664	10,006,640.00		
912828UG3	UNITED STATES TREASURY NT	01/15/16	0.375%	10,000,000.000	100.1953	10,019,530.00		
				496,290,000.000		496,765,658.26	0.00	

*See important information regarding security pricing on Page 2.

**Total amount that is pledged to or held for another party or parties. Refer to the Pledge Detail Report for more information.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-754-0936

PROCUREMENT & WAREHOUSING SERVICES
RUBY CRENSHAW, CPPO, DIRECTOR
www.browardschools.com

SCHOOL BOARD

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Superintendent of Schools

February 19, 2015

Dear Prospective Proposers:

SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 16-001H – Banking and Custodial Services

Chair
Vice Chair

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for **Banking Services**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail michelle.wilcox@browardschools.com. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an Addendum issued to the RFP should not be considered and is not binding on SBBC.

In order to assure that your Proposal is in full compliance with all requirements of the RFP, carefully read all portions of RFP document paying particular attention to the following areas:

REQUIRED RESPONSE FORM

Section 1.0, Required Response Form must be completed in full and executed by an authorized representative.

PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their Proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any Proposal not organized and not containing all the information outlined in Section 4.0.

DUE DATE

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 3.0. In order to have your Proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

STATEMENT OF "NO RESPONSE"

If you are **not** submitting a Proposal in response to this RFP, please complete **Attachment J**, Statement of "No Response" and return via facsimile to 754-321-0533 or scan and send via e-mail michelle.wilcox@browardschools.com. Your responses to the Statement of "No Response" are very important to the Procurement & Warehousing Services Department when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or e-mail address stated above.

Sincerely,

Michelle Wilcox
Purchasing Agent III

REQUEST FOR PROPOSALS (RFP)

RFP 16-001H

BANKING SERVICES



RFP Release Date: February 19, 2015

Written Questions Due: On or Before 5:00 p.m. ET
March 2, 2015
in Procurement & Warehousing Services Department

Proposals Due:* On or Before 2:00 p.m. ET
March 19, 2015
in Procurement & Warehousing Services Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

*These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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REQUEST FOR PROPOSALS (RFP) 16-001H
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: February 19, 2015

TITLE: **BANKING AND CUSTODIAL SERVICES**

This Proposal must be submitted to the **Procurement & Warehousing Services Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET, March 16, 2015** and plainly marked **RFP 16-001H, Banking and Custodial Services**. Proposals received after 2:00 p.m. EST on date due will not be considered.

Note: Cost of Services should be submitted in a sealed envelope along with, but separate from, the remainder of proposal

One complete, original hard-copy Proposal (clearly marked as such), and **two complete, original electronic version** (both clearly marked as "original") will constitute the original governing documents. **The electronic version in Microsoft Word 6.0 or higher on CD/flash drive and 12 copies (which must be identical to the original Proposal, including any supplemental information/marketing materials)**, of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 16-001H), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy Proposal and the copies, the **original** hard-copy Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT PERSON'S EMAIL ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) Proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal are true and accurate. **Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Proposal submitted.**

Signature of Proposer's Authorized Representative (blue ink preferred on original) _____ Date _____

Name of Proposer's Authorized Representative _____ Title of Proposer's Authorized Representative _____

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") is the sixth largest public school system in the United States and the second largest in the state of Florida. SBBC is Florida's first fully accredited school system since 1962. SBBC has over 260,000 students and approximately 175,000 adult students in 238 schools, centers and technical colleges, and 102 charter schools. SBBC serves a diverse student population. Students are from 204 different countries and speak 135 different languages.

SBBC is soliciting proposals from qualified public depositories interested in providing comprehensive banking and/or custodial services. At the School Board's discretion one contract or two separate contracts will be awarded for General Banking and Custodial Services.

Service Group 1: General Banking

Service Group 2: Custodial Services

Notwithstanding any other provisions of this RFP, the School Board reserves the right to award this contract to the financial institution(s) that best meets the requirements of the RFP, and in the best interest and advantage of the School Board. Further, the School Board reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. The School Board may consider, at its sole discretion, any alternative bid.

SBBC reserves the right to award by Service Group or as a whole, whichever is deemed most advantageous to SBBC.

The Evaluation Committee (hereinafter referred to as "Committee") reserves the right to negotiate terms, conditions, specifications and pricing with the selected Proposer(s). The selected firm(s) will be required to enter into a written Agreement(s) with the School Board in a form approved by legal counsel for the School Board. If negotiations reach an impasse with the selected firm(s) the Committee reserves the right to reject their proposal and continue on with the next highest ranked Proposer until an Agreement can be reached. This RFP and the proposal will be incorporated into and made a part of the final Agreement(s).

- 2.2 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Ms. **Michelle Wilcox, Purchasing Agent III, Procurement & Warehousing Services Department, 754-321-0503** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail michelle.wilcox@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET, March 2, 2015**. Questions received after this date and time will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

- 2.3 **Contract Term:** The purpose of this RFP is to establish a contract beginning **June 2, 2015 and continuing through June 30, 2020**. The term of the contract may, if needed, be extended 180 days beyond the expiration date by mutual agreement between SBBC and the Awardee. Procurement & Warehousing Services Department, will, if considering renewing, 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 School Board. All costs shall be firm for the term of the contract as stated in Section 2.4 of this RFP. The Proposer agrees to this condition by signing its Proposal.

2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

- 2.4 **Price Adjustments:** Proposers must agree to fix contract fees for at least the initial five (5) years. If the vendor intends to revise its fee schedule after the initial period, it must give written notice to the School Board at least 90 days in advance of any fee change. Fees may be changed only on the contract anniversary date and must be approved by SBBC.
- 2.5 **Submittal of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.6 **Evaluation and Award:** All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of services will be determined by mathematical calculation and Category d.) Minority/Women Business Participation will be evaluated and scored by the District's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.
- 2.7 **Presentations:** Proposers are to demonstrate their capacity and functionality in the context of the Scope of Work provided in the RFP in their presentations. Presentations must be based on your submitted proposal. No additional information may be added to your presentation that is not in your submitted Proposal. Proposers will be given no more than two (2) hours for their oral presentations. This time includes any necessary set-up and breakdown time associated with the Proposer's presentation. Questions by the Committee Members ("Committee") may be asked during the presentation. Proposer is to answer the Committee's questions quickly and precisely as time is of the essence. Based on the limited time for presentations, Proposers are responsible for managing their time. SBBC will provide a conference room with hook-up to a large television screen.

3.0 CALENDAR

February 19, 2015	Release of RFP 16-001H
March 2, 2015	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
March 16, 2015	Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.*
March 30 2015	Evaluation Committee reviews Proposals and makes recommendation to Short List. Meeting to be held at Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.*
March 31, 2015	Posting of Short Listing of Proposers to provide Presentations
April 8, 2015	Presentations Meeting to be held at Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.*
April 9, 2015	Final Posting of Recommendation

*These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.1 In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal.
- 4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.
- 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 4.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the Proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue, 10th Floor
Fort Lauderdale, Florida 33301

With a Copy to: Chief Financial Officer
The School Board of Broward County, Florida
600 Southeast Third Avenue, 10th Floor
Fort Lauderdale, Florida 33301

Treasurer
The School Board of Broward County, Florida
600 Southeast Third Avenue, 2nd Floor
Fort Lauderdale, Florida 33301

Name of Proposer:

(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to:

(Name and Position of Designee of Proposer,
Corporation and Agency)

(Address)

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

- 4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to complete and agree to Section 4.2.1 will result in disqualification of Proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? ☐ Yes ☐ No **Do not check both boxes.**

- 4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

- 4.4 **Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):** This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating Proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their Proposal. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire Proposal.

4.4.1 Proposer's Experience and Qualifications

4.4.1.1 Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and the number of employees.

4.4.1.2 Provide the address of the office location(s) that will service the School Board's account(s).

4.4.1.3 Describe the experience of the financial institution in providing similar services to Florida School Boards.

4.4.1.4 Complete the following table with current credit ratings by Standard & Poor's and Moody's Investors Services. If the Proposer is not rated by these rating organizations, provide other evidence of the institution's financial strength and compliance.

	Standard & Poor's Rating	Moody's Rating
Firm / Bank		
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		
Outlook		
Bank Holding Company		
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		
Outlook		

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):

4.4.1 Proposer's Experience and Qualifications

4.4.1.5 Discuss the firm's current capital structure, adequacy and coverage. Please confirm the bank meets the following requirement.

Requirement	Confirmation	Additional Information
The bank must be "Well Capitalized" as defined by the Federal Deposit Insurance Corporation with Total Risk-Based Capital Ratio equal to or greater than 10 percent, and Tier 1 Risk-Based Capital Ratio equal to or greater than 6 percent, and Tier 1 Leverage Capital Ratio equal to or greater than 5 percent.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Total Risk-Based Capital Ratio: _____ Tier 1 Risk-Based Capital Ratio: _____ Tier 1 Leverage Capital Ratio: _____

4.4.1.6 Include an ***electronic copy*** of the most recent audited annual financial statements.

4.4.1.7 Provide the name, title, address, phone number and email address of the primary contact person(s) that will be assigned to this account.

4.4.1.8 Name the individuals who will work with the School Board on a day-to-day basis. Please name the individual responsible for each proposed Service Group. Information should include:

- Biographical information
- Experience working with other School Boards
- Proposed role with regard to the School Board's account(s)
- Number of years of experience in this field
- Number of years with your firm

4.4.1.9 Describe your firm's policy on changing the primary contact person on an account.

4.4.1.10 Will a specific customer service representative or a customer service department be assigned to handle day-to-day transactions for the School Board?

4.4.1.11 Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions.

- What are the hours of operation of each customer service unit involved in supporting the proposed services?
- If an error is discovered by the School Board, how would you propose to resolve it (i.e., who should the School Board contact first, etc.)?
- What is the general time frame for issue resolution?

4.4.1.12 After the initial transition, how frequently will the relationship manager attend on-site meetings with School Board staff?

4.4.1.13 IT Resources: During what hours is technical support available (specify time zones)?

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):

4.4.1 Proposer's Experience and Qualifications

4.4.1.14 **Litigation:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.4.1.15 SERVICE GROUP 1: GENERAL BANKING

(Only institutions proposing for Service Group 1 should respond to this section)

Proposers may respond to both service groups if you are providing both of the services.

4.4.1.15.1 Deposit Processing:

4.4.1.15.1.1 What are the ledger cutoff times for deposits to branch and vault locations?

4.4.1.15.1.2 Do you offer "cash safes"? What fees or costs apply? What type of deposit bags does the bank allow/require? Can these bank supplies be ordered through the bank? Does the bank charge a fee for these bags? If so, is the fee a pass through charge or is it marked-up?

4.4.1.15.1.3 Does the bank accept loose coin for deposit at branch locations or must coins be rolled? Can you supply the coin wrappers at no charge?

4.4.1.15.1.4 How are deposits credited? Are the items immediately verified? If provisional credit is given, when does verification take place? If the bank corrects a deposit, how will SBBC be informed of this change (i.e. phone call, online notification, fax, email)?

4.4.1.15.2 Bank Services:

4.4.1.15.2.1 Will the bank cash checks drawn on SBBC's account without charge to either SBBC or the check payee? If not, what is this charge? Is a check cashing agreement required? If yes, include a copy with your Proposal.

4.4.1.15.2.2 Would the bank be interested in offering a package banking, educational programs and/or special rates to SBBC employees? Please describe.

4.4.1.4.2.3 Would the employee be required to have their pay direct deposited into your bank to obtain these services?

4.4.1.15.3 Remote Deposit Capture (RDC)

4.4.1.15.3.1 Describe the bank's ability to process checks by RDC?

4.4.1.15.3.2 When does your RDC service require that deposit totals be entered before or after scanning checks?

4.4.1.15.3.3 Is there a limit to the number of checks that can be contained in a single deposit?

4.4.1.15.3.4 Does your service allow for multiple deposits in a single day?

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):

4.4.1 Proposer's Experience and Qualifications (Continued)

4.4.1.15 SERVICE GROUP 1: GENERAL BANKING (Continued)

4.4.1.15.3 Remote Deposit Capture (RDC) (Continued)

- 4.4.1.15.3.5 How will SBBC be notified of deposit corrections and/or adjustments?
- 4.4.1.15.3.6 Describe the process used for balancing and correcting deposits transmitted to your institution.
- 4.4.1.15.3.7 Does your service offer the ability to adjust data using recognition technology Magnetic Ink Character Recognition (MICR), Optical Character Recognition (OCR), Intelligent Character Recognition (ICR) that was not captured correctly by a scanner? If yes, please describe. If no, does this service allow the addition, deletion and rescanning of checks during both the correction and balance functions?
- 4.4.1.15.3.8 What equipment would the bank recommend? What is the price for this equipment? What is the current error rate for the scanners?
- 4.4.1.15.3.9 Can checks be automatically endorsed with the RDC service? Is the automatic endorsement an electronic image or printed on the check?
- 4.4.1.15.3.10 What are the peak transaction times? How does this affect the system's response time?

4.4.1.15.4 Return Item Processing

- 4.4.1.15.4.1 Can returned items be automatically re-deposited? If so, how many times and at what cost?
- 4.4.1.15.4.2 Does the re-deposit policy for returned ACHs differ from the policy for paper checks? If so, how does it differ?
- 4.4.1.15.4.3 Does the bank offer Represented Check Entries (RCK) services?
- 4.4.1.15.4.4 Can the bank provide a detailed return item transaction to SBBC? Can this report identify the payer's name, depositing location, deposit date and the type of item being returned?
- 4.4.1.15.4.5 Can the bank provide online access to electronic images (back and front) of returned items to SBBC? How soon after an item is returned can these images be accessed?

4.4.1.15.5 Availability of Deposits

- 4.4.1.15.5.1 How does the bank determine and calculate availability of deposited items?
- 4.4.1.15.5.2 Does the bank give immediate availability for on-us items?
- 4.4.1.15.5.3 Provide a copy of the availability schedules the bank proposes to use for SBBC. Include the availability schedules for branch deposits.

4.4.1.15.6 Check Disbursements / Positive Pay

- 4.4.1.15.6.1 Does the bank offer Positive Pay and Payee Positive Pay? Is there an additional charge for Payee Positive Pay versus Positive Pay?
- 4.4.1.15.6.2 How would SBBC need to transmit check issuance information to the bank?
- 4.4.1.15.6.3 What is the deadline for the transmission of check issuance files to the bank?
- 4.4.1.15.6.4 How frequently can transmission files be uploaded to the bank for issuance of additional checks and/or recently voided items? Is there a limit to the number of files per day?

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):

4.4.1 Proposer's Experience and Qualifications (Continued)

4.4.1.15 SERVICE GROUP 1: GENERAL BANKING (Continued)

4.4.1.15.6 Check Disbursements / Positive Pay (Continued)

- 4.4.1.15.6.5 Does the bank offer the ability to manually enter one-time check disbursements issued outside of the regular batch file? Please describe.
- 4.4.1.15.6.6 Does the bank provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?
- 4.4.1.15.6.7 How will SBBC be notified of exception items? Can an e-mail be sent to specific users alerting them that there is an exception item to review?
- 4.4.1.15.6.8 Will an image of the exception item be available for viewing in the email or would the user be required to log into the bank's website?
- 4.4.1.15.6.9 What time will SBBC receive the information on exception items? How much time will SBBC have to review discrepancies and notify the bank to accept or reject?
- 4.4.1.15.6.10 Does the bank offer a "do not pay" default?
- 4.4.1.15.6.11 Can stale-dated checks be reported as exception items?
- 4.4.1.15.6.12 Is Positive Pay required for all demand deposit accounts, even on accounts with no check writing functionality? Can accounts be designated as "post no checks" to prevent potential fraud? What is the cost to make this account designation?
- 4.4.1.15.6.13 Does the bank offer Teller Positive Pay? If so, can SBBC use positive pay services without Teller Positive Pay?

4.4.1.15.7 Controlled Disbursement

- 4.4.1.15.7.1 Where will the point or points for SBBC proposed disbursement account be located? What is its relationship to your organization: main office, branch, affiliate, correspondent, service bureau, other?
- 4.4.1.15.7.2 At what time will SBBC be notified of presentment items? Specify 1st and 2nd presentment times.
- 4.4.1.15.7.3 What is the average percentage of the final presentment available at the 1st presentment time?
- 4.4.1.15.7.4 Is automatic funding of the controlled disbursement account from a main account possible?

4.4.1.15.8 Stop Payments

- 4.4.1.15.8.1 What term options are available for online stop payments? What are the fees for stop payment requests for various terms?
- 4.4.1.15.8.2 Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to become effective?
- 4.4.1.15.8.3 Will the system automatically verify if a check has been paid before processing a stop payment?
- 4.4.1.15.8.4 Can stop payments be automatically renewed? If so, how long? What are the associated fees for each renewal, if any?
- 4.4.1.15.8.5 What is the cost associated with voiding checks?

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):

4.4.1 Proposer's Experience and Qualifications (Continued)

4.4.1.15 SERVICE GROUP 1: GENERAL BANKING (Continued)

4.4.1.15.9 ACH Processing

- 4.4.1.15.9.1 What ACH transmission options are available?
- 4.4.1.15.9.2 For outgoing ACH transmissions, what options are available in transmitting Addenda information (i.e. CCD, CCD+ and CTX)? Is there any special processing requirements or can this information be added to the NACHA file? Are there any additional costs associated with sending Addenda information?
- 4.4.1.15.9.3 How can SBBC gain access to Addenda information (i.e. CCD, CCD+ and CTX) for incoming ACH transactions? Can this information be viewed online with current and previous day reporting or does SBBC need to download special EDI reports? Are there any additional costs associated with receiving Addenda information?
- 4.4.1.15.9.4 What are the transmission deadlines for ACH files? When does the bank need the file from SBBC for payments to be made by 12:01 a.m. but no later than 8 a.m. on Friday morning? When are funds debited from SBBC accounts?
- 4.4.1.15.9.5 What would happen to a file if SBBC exceeded its daily exposure limit?
- 4.4.1.15.9.6 How would SBBC communicate ACH control to the bank (i.e., phone call, online, email)? Is SBBC required to submit a control total for an ACH batch?
- 4.4.1.15.9.7 Does the bank provide automatic file receipt acknowledgements? If so, is the acknowledgement transmitted?
- 4.4.1.15.9.8 How are returned and rejected ACH transactions handled? Can notification about rejected ACH transactions be emailed to SBBC? What information does the bank provide to assist in identifying returned and rejected ACH transmissions?
- 4.4.1.15.9.9 If the bank provides ACH debit blocking, what level of filtering can be applied (originator, originator & dollar amount, etc.)?
- 4.4.1.15.9.10 With ACH debit blocking, does the bank notify SBBC of attempts to debit funds that have been automatically rejected?
- 4.4.1.15.9.11 Does the bank offer ACH Positive Pay (ability to make pay / no pay decisions on unidentified ACH transactions)?
- 4.4.1.15.9.12 Does the bank offer/support NACHA's Secured Vault Payments also referred to as Online Banking ePayments?
- 4.4.1.15.9.13 Can the bank provide online access to incoming ACHs that fail to be processed? How soon after an ACH fails can the information be accessed?

4.4.1.15.10 Wire Processing

- 4.4.1.15.10.1 Describe the process of initiating wire transfers electronically.
- 4.4.1.15.10.2 What is the cutoff time for same day wire transfers?
- 4.4.1.15.10.3 If wire transfers can be initiated online, describe the system's security features. Can varying degrees of authorization be set (i.e., multiple authorizers, maximum dollar amounts, etc.)?

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):****4.4.1 Proposer's Experience and Qualifications (Continued)****4.4.1.15 SERVICE GROUP 1: GENERAL BANKING (Continued)****4.4.1.15.10 Wire Processing (Cont'd)**

- 4.4.1.15.10.4 Does the bank offer Universal Payment Identification Codes (UPICs)?
- 4.4.1.15.10.5 Does wire processing require approval step done by someone other than the person initiating the wire?
- 4.4.1.15.10.6 Does the bank have the ability to create templates online for reoccurring wires?
- 4.4.1.15.10.7 Does the bank have the ability to process a fedwire to pay Federal Payroll Tax Form 941?

4.4.1.15.11 Intra-Bank Account Transfers

- 4.4.1.15.11.1 Describe the process of initiating an intra-bank account transfer?
- 4.4.1.15.11.2 What is the cutoff time for same-day intra-bank account transfers?

4.4.1.15.12 Statements and Documents

- 4.4.1.15.12.1 How soon after the cutoff date are the following items ready?

	Online	By Mail
Bank Statements		
CD-ROMs	n/a	
Partial Reconciliation Information		
Full Reconciliation Information		
Account Analysis Statement		

- 4.4.1.15.12.2 What technology would you recommend SBBC to use for archiving historical data (i.e. receive both CD-ROMs and online access, CD-ROMs only, online access only)?
- 4.4.1.15.12.3 Are electronic images stored on the bank's online reporting system? If so, how does the bank charge for this service (per item viewed / per item loaded)?
- 4.4.1.15.12.4 How long are electronic images for deposited and disbursement items stored on the reporting system available for customer access? Are longer retention options available? If so, what are the costs for longer retention periods?
- 4.4.1.15.12.5 Can historical images be sent by transmission to SBBC for archival purposes (i.e. a full fiscal year)? If so, please provide applicable pricing.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):

4.4.1 Proposer's Experience and Qualifications (Continued)

4.4.1.15 SERVICE GROUP 1: GENERAL BANKING (Continued)

4.4.1.15.13 Online Reporting System

- 4.4.1.15.13.1 Are there any limits on the number of SBBC users that could have access to the bank's online website?
- 4.4.1.15.13.2 What levels of authorization (i.e., accounts viewed, transaction capabilities, etc.) can be permitted or turned off for individual users?
- 4.4.1.15.13.3 What transaction types are reported in previous day reporting? What previous day reports are available? Provide samples of previous day balance and transaction reports.
- 4.4.1.15.13.4 Does the bank's deposit reporting system report electronic transactions (i.e., ACH wire) as well as paper documents?
- 4.4.1.15.13.5 What time is previous day information available?
- 4.4.1.15.13.6 In what file formats can data be downloaded?
- 4.4.1.15.13.7 What protocols are available for transmission of prior data with SBBC's servers retrieving the file from the bank servers? (The information transmitted, prior day data and transactions, are then uploaded into SBBC's ERP System, SAP.) Are these files transmitted by FTP? How early can these files be retrieved?
- 4.4.1.15.13.8 What transaction types are reported in current day reporting? What current day reports are available? Provide samples of current day balance and transaction reports.
- 4.4.1.15.13.9 Can electronic reports be customized by users within the bank's online platform?
- 4.4.1.15.13.10 Can these customized reports be saved? Can the templates be shared with other users?
- 4.4.1.15.13.11 Can electronic reports be scheduled to be generated automatically and emailed to designated users?
- 4.4.1.15.13.12 How many business days of balance history are stored on the reporting system for previous day reporting? If there are differences in formation available for current day and previous day reporting, how many business days of balance history are stored on the reporting system for current day reporting? Are longer retention options available? Please indicate related costs. Please provide sample reports.

4.4.1.15.14 Reconciliation Services

- 4.4.1.15.14.1 Does the bank offer full and partial Account Reconciliation Program (ARP) services? Discuss options.
- 4.4.1.15.14.2 What report options are available for full and partial reconciliation? Provide sample reports.
- 4.4.1.15.14.3 Describe the bank's deposit reconciliation services. How are daily deposits reported?
- 4.4.1.15.14.4 Are the systems integrated for check, ACH and wire transfers? If so, describe. If not, discuss any plans to do so.
- 4.4.1.15.14.5 Describe how reconciliation data is transmitted to SBBC.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):

4.4.1 Proposer's Experience and Qualifications (Continued)

4.4.1.15 SERVICE GROUP 1: GENERAL BANKING (Continued)

4.4.1.15.15 Overnight Investment Option or Interest Bearing Bank Deposit

- 4.4.1.15.15.1 What short-term investment vehicle(s) or interest bearing account does the bank propose to use for the overnight investment or sweep of SBBC's demand deposit accounts?
- 4.4.1.15.15.2 Does a reserve requirement apply to the proposed option?
- 4.4.1.15.15.3 Does an FDIC assessment, deposit based fee, or similar fee apply to the proposed option?
- 4.4.1.15.15.4 Provide investment return history for the last 12 month period for each option proposed. Show the yield for each month.
- 4.4.1.15.15.5 If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?
- 4.4.1.15.15.6 What fee (if any) is charged to sweep funds into the proposed investment vehicle(s)? How is the fee calculated?
- 4.4.1.15.15.7 If the bank is proposing a money market mutual fund, provide a copy of the current prospectus and, if multiple classes are offered, identify the class of shares, including ticker symbol or CUSIP. The bank must confirm any investment proposed meets the allowable investments for public funds in the State.

4.4.1.15.16 Earnings Credit Rates

- 4.4.1.15.16.1 Does SBBC have the option of compensating the bank on either a fee or balance basis? Is the pricing the same for either option? If not, what is the difference?
- 4.4.1.15.16.2 What is the current Earnings Credit Rate (ECR) being offered to SBBC? Does the bank guarantee this ECR for the term of the contract? If not, how long is this ECR valid? Please denote if this is a fixed ECR or a floor.
- 4.4.1.15.16.3 How is your bank's earnings credit rate determined, adjusted and applied? Include in the explanation the impact of the bank's reserve requirement, the formula for converting service charges to balance requirements.
- 4.4.1.15.16.4 Provide the bank's earnings credit rate history in the last 12 month period. Show the yield for each month.
- 4.4.1.15.16.5 Can an "annual" settlement period be used to review balances for deficiency or excess? If not, what time frame do you propose (i.e., monthly, calendar quarter, etc.)?

4.4.1.15.17 Account Analysis Statements

- 4.4.1.15.17.1 Provide a sample account analysis statement.
- 4.4.1.15.17.2 Are account analysis statements available online? How many prior months are available? Can the account analysis details be downloaded into Microsoft Excel?

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):

4.4.1 Proposer's Experience and Qualifications (Continued)

4.4.1.15 SERVICE GROUP 1: GENERAL BANKING (Continued)

4.4.1.15.17 Account Analysis Statements (Cont'd)

4.4.1.15.17.3 Will the bank assess FDIC, FICO or other balance based charge to SBBC? If so, what is the current charge for an entire year on a \$1,000,000 balance? How is this charge computed? Is this charge assessed on ledger or collected balances?

4.4.1.15.18 End-of-Day Overdrafts

4.4.1.15.18.1 What are the fees and interest charges associated with overdrafts? How are these charges calculated?

4.4.1.15.18.2 Is there a fee per check or per occurrence when there is an overdraft?

4.4.1.15.18.3 Is there a daily cap on fees? If so, what is it?

4.4.1.15.19 Daylight Overdrafts

4.4.1.15.19.1 Describe the bank's policies concerning balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship.

4.4.1.15.19.2 Is wire transfer processing stopped when the intra-day-limit is reached?

4.4.1.15.20 Other Services

4.4.1.15.20.1 Is the bank able to provide "smart" cards for students to use to pay for including, but not limited to lunches, student activities, etc.? How would the parents load the cards with funds as needed? Could the bank create an App that is used by parents to load the "smart" cards? Does SBBC need special equipment? If so, what is the equipment and the cost?

4.4.1.15.20.2 Does the bank currently have or will offer in the near future, mobile banking services (i.e., via cell phone, tablet, laptop, etc.) to perform inquiries, produce reports, send wires, etc.? If so, is there a cost associated with this service?

4.4.1.15.20.3 Are there any other innovative services provided by your institution that may assist SBBC toward a possible, cost-effective cashless initiative?

4.4.1.16 SERVICE GROUP 2: CUSTODIAL SERVICES

(Only institutions proposing for Service Group 2 should respond to this section)

Proposers may respond to both service groups if you are providing both of the services.

4.4.1.16.1 What is the Proposer's pricing source when determining market value?

4.4.1.16.2 Will the Proposer obtain market value pricing for zero coupon bonds (e.g., commercial paper, federal discount notes)? If not, what will the proposer report on the monthly statements?

4.4.1.16.3 Will Proposer provide monthly activity statements and reports for all accounts? The statement cut off should be the last day of the month. Are the statements available to download online? If so, how soon after month-end?

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):

4.4.1 Proposer's Experience and Qualifications (Continued)

4.4.1.16 SERVICE GROUP 2: CUSTODIAL SERVICES

- 4.4.1.16.4 Proposer to provide a listing of cut off times for notification of fixed-income security transactions. Please specify if the cut off times vary for different types of securities. Please provide details of cut off times for same-day fixed-income trades.
- 4.4.1.16.5 Describe any sub-custodial arrangements that would be used for securities belonging to SBBC. Fully describe the roles and responsibilities of each sub-custodian, if applicable.
- 4.4.1.16.6 Describe how the financial institution interacts with investment managers.
- 4.4.1.16.7 List any available Aaa/AAAm rated Institutional Money Market Mutual Funds available to SBBC through the Proposer.
- 4.4.1.16.8 Does the Proposer credit interest on the last day of the month or 1st day of the following month in regards to money market mutual fund investments?
- 4.4.1.16.9 Does the Proposer provide custodial information to SBBC through an on-line inquiry/reporting service?
- 4.4.1.16.10 What accounting method does the Proposer use to report the sell of a CUSIP with multiple lots (e.g., First In First Out (FIFO) or Last In First Out (LIFO))?
- 4.4.1.16.11 Is the Proposer able to sell specific lots if indicated by the investment manager?
- 4.4.1.16.12 What options are available to initiate outgoing wires from the custody accounts to SBBC's main depository account?
- 4.4.1.16.13 Describe the custodial relationship between the institution and the Federal Reserve Bank.
- 4.4.1.16.14 Describe in as much detail as possible, any plans to sell, merge or dramatically change the institution's corporate trust business.

ALL PROPOSERS MUST RESPOND TO THIS ENTIRE SECTION BELOW.

4.4.1.17 CONTROL

- 4.4.1.17.1 Describe the bank's security environment. Discuss the physical security and software safeguards that have been put in place to control access to funds transfer systems and client account information. Describe the bank's security procedures for its information reporting system, both for access and information protection (e.g., RSA tokens, secure certification, etc.)?
- 4.4.1.17.2 List the types and amounts of insurance and bonding carried.
- 4.4.1.17.3 Describe the bank's procedures for complying with the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations. When was the last time an independent test of the bank's OFAC program was conducted by internal audit, outside auditors, consultants or other qualified independent party?
- 4.4.1.17.4 Include a copy of the bank's most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (formerly known as the Statement of Auditing Standards-70 (SAS70)) for any processes or systems relevant to the services under this RFP.

4.4.1.18 IMPLEMENTATION/CONVERSION

- 4.4.1.18.1 Provide a detailed conversion plan for transitioning each of the proposed Service Groups to your financial institution. Please include the estimated length of time for the transition and the amount of effort required by SBBC's staff.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):****4.4.1 Proposer's Experience and Qualifications (Continued)****4.4.1.18 IMPLEMENTATION/CONVERSION (Cont'd)**

- 4.4.1.18.2 Who will be responsible for coordinating the transition for each of the proposed services? If a conversion team is used, how will the School Board's account be transitioned to the ongoing client service team?
- 4.4.1.18.3 Indicate the bank's plans for initial and ongoing education and training of SBBC's employees in the use of your firm's systems.

4.4.1.19 NEW SERVICES & IDEAS

- 4.4.1.19.1 Describe any new services or ideas that will enhance SBBC's use of services.
- 4.4.1.19.2 Please provide any additional information that your bank believes to be pertinent, but not specifically requested elsewhere in the RFP.

4.4.1.20 REFERENCES

- 4.4.1.20.1 Provide at least five (5) references (other School Board references, if possible), including client name, contact person, address, phone number, services provided and the length of time your bank has worked for the organization.
- 4.4.1.20.2 If the bank is proposing for more than one Service Group, please include a minimum of two (2) references for each Service Group.
- 4.4.1.20.3 Please include one (1) reference for a new client that implemented your services in the past twelve (12) months.

4.4.1.21 SAMPLE CONTRACT

- 4.4.1.21.1 Provide a sample of the proposed contract for your bank's services. Please also provide samples of all other documents which will need to be signed/entered into related to the provision of the services requested in this RFP, including any documents referenced or incorporated into the contracts/agreements.
- 4.4.1.21.2 It is SBBC's intent to incorporate the Request for Proposal and your firm's proposal response as part of the overall contract. Identify any sections of your proposal that you would not be able to incorporate into a contract with the School Board and explain why.
- 4.4.1.21.3 Does your firm agree to the Terms and Conditions this RFP? If not, why? Can any of these terms and conditions be negotiated with the Awardee?

4.4.1.22 PRICING AND ACCOUNT ANALYSIS

It is SBBC's intent to award the RFP for an initial five (5) year period. Proposers must agree to fix contract fees for the initial five (5) years, however longer initial fee guarantee periods will be favorably received by SBBC. If Awardee intends to revise its fee schedule after the initial period, it must give written notice to the School Board 90 days in advance of any fee change.

- 4.4.1.22.1 For how long will the bank guarantee the proposed fees for each Service Group? Please complete the following table:

	Fee Guaranteed at Proposed Pricing For How Many Years?
Service Group 1: General Banking	
Service Group 2: Custodial Services	

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):

4.4.1 Proposer's Experience and Qualifications (Continued)

4.4.1.22 PRICING AND ACCOUNT ANALYSIS

- 4.4.1.22.2 Can fees be billed to SBBC rather than debited directly from SBBC's accounts?
- 4.4.1.22.3 If SBBC chooses to use compensating balances, are there any charges that could not be paid in this way?
- 4.4.1.22.4 Are you willing to offer any transition or retention incentives?
- 4.4.1.22.5 Are there any additional price breaks or incentives, if one or both Service Groups are awarded to your firm?

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):**

4.4.2 Scope of Services Provided: Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below. Minimum must include the following:

4.4.2.1 SERVICE GROUP 1: GENERAL BANKING

(Only institutions proposing for Service Group 1 should respond to this section)

Proposers may respond to both service groups if you are providing both of the services.

	Scope of Service	Yes, Can Fully Comply	Yes, but with Deviations	No, Cannot Fully Comply
4.4.2.1.1	Qualified Public Deposits: All bank accounts must be Qualified Public Depositories and need to be identified and collateralized as required by Chapter 280, Florida Statute: Security for Public Deposits. Banks selected to provide services for SBBC shall notify the Treasurer's Office of any change in collateral requirement from Florida's Department of Collateral Management within 30 days.			
4.4.2.1.2	Bank Representative: Awardee will be required to appoint one (1) bank representative that will be responsible for the entire relationship with SBBC. If Awardee utilizes a customer service desk approach, a specific contact must be designated for SBBC.			
4.4.2.1.3	Availability of Funds: Awardee shall process all deposits to obtain the most expeditious availability of funds for wire transfer or other use. The School Board requests the following specific availability/deposit procedures: <ol style="list-style-type: none"> Same day credit for U.S. Treasury checks. Insurance drafts will be processed the same as other checks deposited. No "holds" on funds will be permitted. Canadian and other foreign checks will be processed as deposited in U.S. Dollars. A foreign exchange discount or other processing charge will not be permitted. Funds associated with the redemption or maturity of securities in the custody account is available for use by SBBC on that day. Awardee does not delay transactions for daylight overdrafts by SBBC. 			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):****4.4.2 Scope of Services Provided:****4.4.2.1 SERVICE GROUP 1: GENERAL BANKING***(Only institutions proposing for Service Group 1 should respond to this section)*

	Scope of Service	Yes, Can Fully Comply	Yes, but with Deviations	No, Cannot Fully Comply
4.4.2.1.4	<p>Employee Accounts: Awardee must agree to cash all SBBC checks payable to SBBC employees at no charge to SBBC or the employee, upon the employee's presentation of a photo identification card. The employee's personal account relationship will not prevent the employee from cashing a payroll check issued by SBBC.</p> <p>Awardee should include any specialized packages that will be available for SBBC employees. The packages should include checking and savings accounts with no maintenance fees or minimum balance requirements. Awardee should also provide information regarding educational opportunities available to SBBC employees such as planning for retirement, managing credit and general financial management.</p>			
4.4.2.1.5	<p>Credit Facilities: SBBC may require letters of credit or other credit facilities over the term of this contract. <u>Please describe Awardee's ability to provide credit facilities to the School Board.</u></p> <p>Requirements include:</p> <ol style="list-style-type: none"> Awardee must be either a Federally Chartered Bank meeting all legal requirements to do business in Florida or be a Florida Chartered Bank in good standing, Awardee must be a Qualified Public Depository per Chapter 280, Florida Statutes, Awardee must be "Well Capitalized" as defined by the Federal Deposit Insurance, Awardee must have five (5) consecutive years of experience with at least three (3) similarly sized public entities immediately prior to date set for receipt of proposals in providing banking services for public agencies, Awardee must provide a smart card for students to use to pay for lunches, Awardee's bank system must be compatible with the SBBC's accounting program – SAP, and Awardee must provide one (1) specific contact person for SBBC to contact with credit service issues. 			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):****4.4.2 Scope of Services Provided:****4.4.2.2 SERVICE GROUP 2: CUSTODIAL SERVICES***(Only institutions proposing for Service Group 2 should respond to this section)**Proposers may respond to both service groups if you are providing both of the services.*

	Scope of Service	Yes, Can Fully Comply	Yes, but with Deviations	No, Cannot Fully Comply
4.4.2.2.1	Custodial services are limited to handling the settlement of fixed-income trades for short-term cash positions; however, services will not involve any investment management functions for SBBC. The securities which qualify for delivery through the Federal Reserve Bank in book entry form will be credited to the Awardee's Federal Reserve Account and will be further credited to SBBC (e.g., United States Treasury bills, notes and bonds; United States Government Agencies; and Federal Instrumentalities). The Federal Reserve receipt must identify the "CUSIP" number and SBBC as owner of the security, and also must identify securities that require physical delivery to the Awardee and which are held for credit for SBBC (i.e., commercial paper notes). The safekeeping receipt must identify SBBC as owner of the security.			
4.4.2.2.2	All securities and cash held by the custodian shall be segregated from the assets of others and shall be, and remain, the sole property of SBBC. The custodian shall have only the bare custody, thereof. The securities held by the custodian shall, unless payable to the bearer, be registered in the name of SBBC. Securities delivered to the custodian, except bearer securities and Certificates of Deposit as described above, shall be in due form for transfer or already registered as provided above.			
4.4.2.2.3	Awardee will collect all coupons and other periodic income on securities held and process per instructions received by authorized persons.			
4.4.2.2.4	Awardee will monitor and record the collection of funds in accounts maintained by the custodian for the School Board.			
4.4.2.2.5	Awardee will create, maintain and retain all records relating to securities held in custody in the School Board's accounts to meet the requirements and obligations under generally accepted accounting principles.			
4.4.2.2.6	Awardee is to provide monthly activity statements and reports for all accounts. The statement cut off should be the last day of the month. Statements must be available to download online.			

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**4.4 Evaluation Criteria - (Proposer Experience and Qualifications, Scope of Services, Costs of Services and M/WBE Participation):****4.4.2 Scope of Services Provided:****4.4.2.2 SERVICE GROUP 2: CUSTODIAL SERVICES**

	Scope of Service	Yes, Can Fully Comply	Yes, but with Deviations	No, Cannot Fully Comply
4.4.2.2.7	<p>SBBC is interested in opening four (4) custody accounts that would be used to invest operating funds not needed for daily cash flows. The accounts and the securities would be held in SBBC's name. The four (4) custody accounts are as follows:</p> <ul style="list-style-type: none"> a. Short-Term Portfolio (managed by SBBC) – the balance fluctuates between \$100 – 500 million during the year b. Self-Insurance Portfolio 1-3 Year (managed by Investment Advisor) \$62 Million c. Self-Insurance Portfolio 1-5 Year (managed by Investment Advisor) \$3.4 Million d. Long-Term Operating Portfolio 1-3 Year (managed by Investment Advisor) \$73 Million <p>The School Board will utilize a money market mutual fund to sweep idle cash. Also, the School Board wants the ability to initiate wires online through a PC or mobile device.</p> <p>All security transactions shall occur on a "delivery vs payment" basis.</p>			

4.4.3 Cost of Services

The Cost of Services will be evaluated as separate groups. Do not combine these groups for the evaluation. **Failure to provide the exact excel file or altering the format of the excel file shall result in disqualification of Proposal**

Service Group 1: Provide a complete fee schedule for all of the services described in your financial institution's proposal. The Pricing Chart (Excel File) for services currently used with volume levels for **Service Group 1** is provided in **Attachment F**. Fill in the far right column with your proposed fee for each service. **Do not change the format or the listing of the items shown for Group 1. Use the excel file exactly as provided and do not alter or change this document.** The excel file can be retrieved through Demandstar under the RFP number.

Fees related to all services described in the Proposal must be listed – even if the service is not shown on the schedule. Include these fees as **"Additional Information for Service Group 1"**. **Do not include or add them to the excel sheet.** Also, include any one-time or set-up charges, research fees, minimum fees and all other fees that will be charged. Include any incentives or price breaks offered based on volume, timeliness of payment, rebates or other measures.

Service Group 2: Provide a complete fee schedule for all of the services described in your financial institution's proposal. The Pricing Chart (Excel File) for services currently used with volume levels for **Service Group 2** is provided in **Attachment G**. Fill in the far right column with your proposed fee for each service. **Do not change the format or the listing of the items shown for Group 2. Use the excel file exactly as provided and do not alter or change this document.** The Excel file can be retrieved through Demandstar under the RFP number.

Additional Information for Service Group 2, provide the annual custodial fees along with the cost of ACH, wires, and any other transactions that may occur

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):****4.4.3 Cost of Services (Cont'd)**

Distribution of Cost points will be calculated as a percentage of cost increase as compared to the lowest cost proposal received. The total cost amount will determine the Proposer with the lowest cost that will receive 100% of the 25 points. For example, if Proposer A submits a total cost of \$15,000 and Proposer B submits a cost \$16,000 and Proposer C submits a cost of \$17,000, Proposer A would receive 100% of the available maximum points (25 points) due to Proposer A submitting the lowest cost. Proposer B would receive 24 points (based on 94% of the total allowable points $\$15,000/\$16,000 \times 25$ points) and Proposer C would receive 22 points (based on 88% if the total allowable points $\$15,000/\$17,000 \times 25$ points).

4.4.4 M/WBE Participation: SBBC has a Supplier Diversity & Outreach Program. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550. SBBC's Florida Supplier Diversity & Outreach Program works to increase the participation of Minority and Women Business Enterprise (M/WBE). It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBE's, participating on any award of this Proposal.

4.4.4.1	M/WBE Information: Proposer will be evaluated and points will be allocated for criterion 4.4.4.2, 4.4.4.3 and 4.4.4.4, depending on the information submitted by the Proposer	Maximum Points
4.4.4.2	Identify the M/WBE firm or firms who will be working with you on this engagement (see Attachment A3, M/WBE Participation). Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the M/WBE firm in connection with this Proposal (See Attachment A3). Provide proof, in writing, that each proposed firm to be utilized as an M/WBE is certified by The School Board of Broward County, Florida.	6
4.4.4.3	Proposer shall provide the staff diversity information by completing and submitting Attachment A2, Employment Diversity Statistics.	2
4.4.4.4	Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority companies, scholarship funds targeting minority students, financial contributions and/or providing other corporate resources for minority community projects.	2
	TOTAL POINTS.....	10
	The Awardee will be required to submit a monthly M/WBE Utilization Report (see Attachment A1) to our Supplier Diversity & Outreach Program, which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. <u>State your willingness to comply with this requirement.</u>	
	Awardee must provide the Supplier Diversity & Outreach Program a 30-day written notice for substitution of an M/WBE Proposer. <u>State your willingness to comply with this requirement.</u>	

5.0 EVALUATION OF PROPOSALS

- 5.1 The Evaluation Committee (hereinafter referred to as “Committee”), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria. Each section, General Banking Services and Custodial Services will be evaluated separately.

PART I

Scoring for General Banking Services – Short Listing

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	40
B. Scope of Services	25
C. Cost of Services	25
D. Supplier Diversity & Outreach Program	
D.1 Participation	6
D.2 Diversity	2
D.3 Community Outreach	<u>2</u>
TOTAL	100

Scoring for Custodial Services – Short Listing

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	40
B. Scope of Services	25
C. Cost of Services	25
D. Supplier Diversity & Outreach Program	
D.1 Participation	6
D.2 Diversity	2
D.3 Community Outreach	<u>2</u>
TOTAL	100

PART II - Presentation Scoring

Presentations for General Banking and Custodial Services will be scored separately.

Proposers are to demonstrate their capability and functionality in the context of the Scope of Work provided in the RFP in their presentations. Presentations must be based on the Matrix below and consistent with the information submitted in your Proposal. No additional information may be added to your presentation that is not in your submitted Proposal. Proposers will be given no more than two (2) hours for their oral presentations. This time includes any necessary set-up and breakdown time associated with the Proposer's presentation. Questions by the Committee may be asked during the presentation. Proposer must answer the Committee's questions quickly and precisely as time is of the essence. Based on the limited time for the presentations, Proposers are responsible for managing their time. The expectation is the Proposer will complete their presentation, in its entirety during this period of time. The presentation room has a computer hookup to a large television screen. **Your presentation must include the following as a minimum in your presentation, but not limited to the outline stated below in the Matrix.**

5.0 EVALUATION OF PROPOSALS

General Banking:

Presentation Matrix	Max. Points
Demo of online banking website/Ease of use (i.e., Remote Deposit Capture, Reports, Wires, etc.)	25
Discuss security measures taken to prevent hacking/compromising accounts/data; steps being taken to keep ahead of viruses/malware, etc.	10
Discuss current mobile application(s) available and future plans to enhance/improve	10
Discuss payment method(s) – innovative, cost-effective solutions currently offered/available in future (i.e., acceptance of credit cards, smart cards, apple pay, chrome pay, etc.)	15
Relationship support (Relationship Management, Day-to-Day Support, Implementation)	25
What makes your bank different from your competitors?	15
Answer any question(s) the committee may have.	
TOTAL:	100

Custodial Services:

Presentation Matrix	Max. Points
Demo of online banking website/Ease of use (i.e., Reports, Wires, etc.)	25
Discuss security measures taken to prevent hacking/compromising accounts/data; steps being taken to keep ahead of viruses/malware, etc.	20
Relationship support (Relationship Management, Day-to-Day Support, Implementation)	30
What makes your firm different from your competitors?	25
Answer any question(s) the committee may have.	
TOTAL:	100

Failure to respond, provide detailed information or to provide requested Proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities.

- 5.2 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.
- 5.3 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.
- 5.4 **Award:** SBBC intends to make an award to the Proposer(s) that has complied with the terms, conditions and requirements of the overall RFP. After the conclusion of negotiations, the recommended award would be made for the services sought in the RFP in accordance with the terms of negotiations. The award(s) shall not be a guarantee of business or a guarantee of specified volume of service. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment “E”**) shall be prepared for execution by the Awardee and SBBC, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC’s General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

6.0 SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, March 16, 2015** at the following address in order to be considered:

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
Attention: RFP 16-001H – BANKING AND CUSTODIAL SERVICES

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (all clearly marked as “original”) will constitute the original governing documents. The electronic version in Microsoft Word 6.0 or higher on CD/flash drive and 12 copies (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including the **REQUIRED RESPONSE FORM** (Page 1 of RFP 16-001H), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. All Proposals shall be submitted in sealed packaging with RFP number and the Proposer’s firm name clearly marked on the exterior of package.

- 6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint Proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

6.3 INSURANCE REQUIREMENTS

MINIMUM INSURANCE REQUIREMENTS

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **WORKER’S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer’s Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.3.3. **PROFESSIONAL LIABILITY:** Limits not less than \$10,000,000 per occurrence, on an annual aggregate basis covering services provided under this contract.
- 6.3.4 **CRIME PROTECTION COVERAGE:** Awardee shall obtain, at the Awardee’s expense, and keep in effect during the term of the contract, Employee Dishonesty, Third Party Fidelity Bond and Inside/Outside Money and Security coverages for District owned property in the care, custody and control of the Awardee. Coverage limits shall not be less than \$10,000,000 dollars.
- 6.3.5 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:
_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of “Any Auto” coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)
- 6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody’s Investor Service.

6.0 SPECIAL CONDITIONS

6.3 INSURANCE REQUIREMENTS (Continued):

- 6.3.6 **VERIFICATION OF COVERAGE:** Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**
- 6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.
All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
(**Please include the Contract # and Title on the Certificate of Insurance.)
(**Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.**)
- 6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

- 6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.
- 6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.
- 6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
- 6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

6.5 W-9 FORM

- 6.5.1 All Proposers are requested to complete the attached W-9, **Attachment C**, and submit with their Proposal.

7.0 GENERAL CONDITIONS

- 7.1 **LIABILITY:** 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".
- 7.1.1 SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- 7.1.2 By Awardee: Awardee agrees to indemnify and hold harmless against any loss, damage, deficiency, penalty, cost or expense claims brought against SBBC to the extent that such claims arise out of the Bank's gross negligence or willful misconduct. Any liability of Bank to SBBC shall be limited to direct loss suffered by SBBC, not to exceed the sum of \$10,000,000 million dollars on an annual aggregate basis.
- EXCEPT AS PROVIDED IN THIS RFP, THE Awardee MAKES NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, EXPRESSED, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER ANY CIRCUMSTANCES SHALL Awardee BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, EVEN IF THE Awardee HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.2 **IRREVOCABILITY OF PROPOSAL:** A Proposal may not be withdrawn before the expiration of 90 days from the date of Proposal opening.
- 7.3 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.4 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 7.5 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their Proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 7.6 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting Agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at Awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the Awardee(s). Any violation of these stipulations may also result in:
- 7.6.1 For a period of two (2) years, any RFP submitted by Proposer will not be considered and will not be recommended for award.
- 7.6.2 All departments being advised not to do business with Proposer.
- 7.7 **APPLICABLE LAW:** This RFP, and any Agreement resulting from it, shall be interpreted and construed according to the laws of the State of Florida.
- 7.8 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract awarded under this RFP shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 7.9 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
- 7.10 **ADVERTISING:** In submitting an RFP, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.

7.0 GENERAL CONDITIONS (Continued)

- 7.11 **PAYMENT:** A purchase order will be released after award by SBBC for any services to be performed as a result of the RFP. Payment will be provided after services are in compliance with all the conditions of this RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits). ACH Payment Agreement Form is attached to this RFP.
- 7.12 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 7.13 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods, or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting Attachment B with its Proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.14 **PATENTS AND ROYALTIES:** The Proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.15 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any Agreement resulting from the award of this RFP (if applicable); then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - Awardee's Proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.16 **OSHA:** The Proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.17 **ANTI-DISCRIMINATION:** SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
- 7.18 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The Proposer agrees to The Indemnification Provision stated herein and will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. Where Awardee(s) is required to enter or go onto SBBC property to deliver materials or perform work or services, the Awardee(s) shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee(s) (or agent) or any person the Awardee(s) has designated in the completion of the contract.
- 7.19 **BILLING INSTRUCTIONS AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.20 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 a Proposal 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 threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.0 GENERAL CONDITIONS (Continued)

- 7.21 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any Proposal submitted in connection with such lower tier covered transactions.

CERTIFICATION

- 7.21.1 The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 7.21.2 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.
- 7.22 **BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Supplier Diversity & Outreach Program whose intent is to have a diverse group of Minorities and Women Business enterprises (M/WBE) participating on SBBC contract awards. SBBC encourages each Proposer to make every reasonable effort to include M/WBE participation on any contract award under this RFP. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority or women. If the Proposer is a Certified M/WBE by SBBC or by the State of Florida, Office of Supplier Diversity, Department of Management, **Proposer should indicate its certification number in its Proposal.**

For information on M/WBE Certification, or to obtain information on locating certified M/WBE's, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or www.broward.k12.fl.us/supply/vendors/mwbe.htm.

To receive evaluation points for M/WBE participation, the Proposal shall identify the specific certified M/WBE which will be utilized. The specific elements of work each M/WBE will be responsible for performing, and the dollar value of the work, as the percentage of the total contract value, must be provided.

7.0 GENERAL CONDITIONS (Continued)

- 7.23 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, State holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, State holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday, Sunday, State holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

- 7.24 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services Department and on www.demandstar.com on **March 31, 2015 and April 9, 2015 at 3:00 p.m. ET**, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Procurement & Warehousing Services Department and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, State holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth (10th) calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday or Sunday, State holiday or days during which the school district administration is closed. No submissions made after the Proposal opening amending or supplementing the Proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.0 GENERAL CONDITIONS (Continued)

- 7.25 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative agreements, or to directly negotiate/purchase per SBBC policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 7.26 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Procurement & Warehousing Services Department. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.27 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendation will be made to SBBC for immediate cancellation.
- 7.28 **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine 754-321-2158.
- 7.29 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after the Procurement & Warehousing Services Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Procurement & Warehousing Services Department. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
- 7.30 **SBBC PHOTO IDENTIFICATION BADGE:**
Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three (3) requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or EasyPathInfo@morphotrust.com. **Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be three (3) websites used for services: 1) <http://www.l1enrollment.com/state/?st=broward> (used for scheduling and registering applicants) 2) <https://sbbc-easypath.browardschools.com/EasyPathWeb/Web.dll> (used for vendors to check the status of applicants and order replacement badges) and 3) <http://www.l1enrollment.com/state/forms/broward/51f2c822ca09f.pdf> (form/application). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: <http://www.identogo.com>. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one (1) year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

Vendors shall return expired and/or terminated employee badges to the following location: SBBC, Attn: L-1 Enrollment Services, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.

7.0 GENERAL CONDITIONS (Continued)

- 7.31 **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Member(s), for the purpose of influencing consideration of this Proposal.
- 7.32 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- 7.32.1 A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain), represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 7.32.2 A lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 7.32.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on SBBC's website, www.browardschools.com.
- 7.32.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- 7.32.5 Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 7.32.6 The Executive Director, Public Relations & Governmental Affairs shall keep a current list of persons who have submitted the lobbyist statement form.
- 7.33 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer.
- 7.34 **WITHDRAWAL OF RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the Proposal opening.
- 7.35 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.36 It is the sole responsibility of the **Proposer** to assure it has received the entire Proposal and any and all Addendum.
- 7.37 It is the sole responsibility of the **Proposer** to assure that its Proposal is time stamped in the **PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT on or before 2:00 p.m. EST** on the date due.
- 7.38 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 7.39 No submissions made after the Proposal opening, amending or supplementing the Proposal, shall be considered.

7.0 GENERAL CONDITIONS (Continued)

7.40 ACCEPTANCE AND REJECTION OF PROPOSALS:

- 7.40.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it services the best interest of SBBC.
- 7.40.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 7.40.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 7.40.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
 - 7.40.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1.0).
 - 7.40.3.3 Failure to respond to all subsections within the RFP.
 - 7.40.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
 - 7.40.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
 - 7.40.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 7.41 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Proposer is not binding unless it is expressly agreed to in writing by SBBC.
- 7.42 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.
- 7.43 **PRICE REDUCTIONS:** If, from date of Proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.44 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by the Procurement & Warehousing Services Department for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any Proposal as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.
- 7.45 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the Awardee(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.46 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all of SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.0 GENERAL CONDITIONS (Continued)

- 7.47 **CONFIDENTIAL RECORDS:** The Vendor acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the District's students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Vendor agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Vendor represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Vendor agrees to provide the District with a written summary of the procedures Vendor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Vendor.

- 7.48 **TIE BID PROCEDURES:** If the Committee's evaluation results in a tie total score between two (2) or more Proposals, priority shall be given to Proposers in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Broward County Certified Minority/Women Business Enterprise vendor;
- The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- The Florida Certified Minority/Women Business Enterprise vendor;
- The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
- The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly either in the Procurement & Warehousing Services Department or the location where the RFP Evaluation takes place. The vendors with the same scores will be invited to be present as witnesses.

- 7.49 If the RFP is for auditing services, and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years: the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.

ATTACHMENT A

- A1 M/WBE Utilization Report**
- A2 Employment Diversity Statistics**
- A3 M/WBE Participation**

Proposer's Company Name: _____

Monthly Utilization Reports to be Submitted to:

**The School Board of Broward County, Florida
Supplier Diversity & Outreach Program
7720 West Oakland Park Boulevard, Suite 323
Sunrise, FL 33351-6704**

754-321-0550 Telephone

754-321-0934 FAX

Monthly M/WBE Utilization Report

This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE.

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

Prime Vendor Information

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN
RFP Number: 16-001H					
RFP Title: Banking and Custodial Services					

SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature & Title: _____

Phone # (_____) _____

Date: _____

Employment Diversity Statistics

Proposer’s Company Name: _____

Provide the following employment diversity statistics by completing the chart below.

JOB CATEGORIES	TOTAL	NON-HISPANIC WHITE		NON-HISPANIC BLACK		HISPANIC		ASIAN		AMERICAN INDIAN/ ALASKA NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
% of Total Workforce											

M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: _____

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation	Actual Amount to be expended with M/WBE *
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			

* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR ☐ - PER CONTRACT PERIOD ☐ OR OTHER ☐

ATTACHMENT B

Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship

The School Board of Broward County, Florida
RFP 16-001H – BANKING AND CUSTODIAL SERVICES

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR
 CONTRACTUAL RELATIONSHIP**

In accordance with General Condition 7.12, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- ☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- ☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

 Signature

 Company Name

 Name of Official

 Business Address

 City, State, Zip Code

03/28/13

ATTACHMENT C

W-9 Form

Give Form to the requester. Do not send to the IRS.

Print or type

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

Employer identification number

		-							
--	--	---	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions box, any code(s)* that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual Taxpayer Identification Number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT D

Drug-Free Workplace

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS
 AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
 PROGRAMS.**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
 OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
 (Print individual's name and title)

for _____
 (Print 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: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified 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. Will 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. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Sworn to and subscribed before me this _____ day of _____, 20____. _____
 (Signature)

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

 (Printed, typed or stamped commissioned name of notary public)

FORM: #4530
 3/93

ATTACHMENT E

Sample Agreement

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2015, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INSERT NAME OF OTHER PARTY

(hereinafter referred to as “ *[insert a short name here]* ”),
whose principal place of business is
[insert their address here] .

WHEREAS, *[insert information in this portion of the document to explain the purposes and objectives for which the parties are entering into an agreement]* ; and

WHEREAS, *[you may use as many of these recitals or “whereas clauses” as necessary to express the parties’ purposes and objectives]* .

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on _____, 20__ and conclude on _____, 20__ . The term of the contract may, if needed, be extended 180 days beyond the expiration date by mutual agreement between SBBC and the Awardee.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. , then;
Third: RFP Number and Title
Fourth: Proposal submitted in response to the RFP by VENDOR

ARTICLE 2 – SPECIAL CONDITIONS

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule

2.04 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

OR

2.04 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in Attachment _____. (See 3.17)

2.05 **M/WBE Participation.** VENDOR is a Certified MBE (Type) with SBBC, Certificate #7007-_____. OR

2.05 **M/WBE Participation.** VENDOR will provide for M/WBE participation during its performance of services under this contract agreement by using (Company Name) and as set forth in VENDOR's proposal.

2. **Inspection of Insert Name's Records by SBBC.** *Insert Name* shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All *Insert Name's* Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by *Insert Name* or any of *Insert Name's* payees pursuant to this Agreement. *Insert Name's* Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. *Insert Name's* Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **Insert Name's Records Defined.** For the purposes of this Agreement, the term "*Insert Name's* Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *Insert Name's* Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *Insert Name* pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide *Insert Name* reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

ARTICLE 2 – SPECIAL CONDITIONS

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *Insert Name's* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by *Insert Name* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *Insert Name's* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *Insert Name* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *Insert Name*. If the audit discloses billings or charges to which *Insert Name* is not contractually entitled, *Insert Name* shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *Insert Name* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *Insert Name* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *Insert Name* pursuant to this Agreement and such excluded costs shall become the liability of *Insert Name*.

(h) Inspector General Audits. *Insert Name* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2. Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue, 10th Floor
Fort Lauderdale, Florida 33301

With a Copy to: Chief Financial Officer
The School Board of Broward County, Florida
600 Southeast Third Avenue, 10th Floor
Fort Lauderdale, Florida 33301

Treasurer
The School Board of Broward County, Florida
600 Southeast Third Avenue, 2nd Floor
Fort Lauderdale, Florida 33301

ARTICLE 2 – SPECIAL CONDITIONS

To *Insert Name*: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

With a Copy to: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

2. **Background Screening**: *Insert Name* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *Insert Name* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from *Insert Name's* failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2. **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By *Insert Name*: *Insert Name* agrees to indemnify and hold harmless against any loss, damage, deficiency, penalty, cost or expense claims brought against SBBC to the extent that such claims arise out of the Bank's gross negligence or willful misconduct. Any liability of Bank to SBBC shall be limited to direct loss suffered by SBBC, not to exceed the sum of \$10,000,000 million dollars on an annual aggregate basis.

EXCEPT AS PROVIDED IN THIS RFP, THE AWARDEE MAKES NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, EXPRESSED, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER ANY CIRCUMSTANCES SHALL AWARDEE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, EVEN IF THE AWARDEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the

termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

ARTICLE 3 – GENERAL CONDITIONS

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is

exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

ARTICLE 3 – GENERAL CONDITIONS

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such 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; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

ARTICLE 3 – GENERAL CONDITIONS

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

ARTICLE 3 – GENERAL CONDITIONS

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

*Insert Full Legal Name of the Corporation,
Agency or Other Legal Entity*

ATTEST:

By _____

_____, Secretary
-or-_____
Witness_____
Witness**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person
_____, on behalf of the corporation/agency.Name of Corporation or Agency
He/She is personally known to me or produced _____ as identification and
did/did not first take an oath. Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary_____
Notary's Commission No.

ATTACHMENT F

COST OF SERVICES – SERVICE GROUP 1

The Excel file can be retrieved through Demandstar.com through the RFP number.

	Proposer		
	July 31, 2014	Per Unit	
Banking Services	Volume	Cost	Monthly Cost
FDIC Assessment Per \$1,000	\$62,589	\$0.00	\$0.00
Account Maintenance	13	\$0.00	0.00
Banking Center Deposit	6	\$0.00	0.00
Vault Deposit	116	\$0.00	0.00
Debits Posted-Other	2	\$0.00	0.00
General Checks Paid Truncated	3,597	\$0.00	0.00
Paper Deposit Statement Mailed	4	\$0.00	0.00
Transfer Master Account Maintenance	1	\$0.00	0.00
Transfer Subsidiary Account Maintenance	3	\$0.00	0.00
Depository Sub Account Maintenance	252	\$0.00	0.00
Returns-Chargeback	6	\$0.00	0.00
Checks Deposit Un-Encoded Items	55	\$0.00	0.00
Stop Pay Automated <=12 Months	47	\$0.00	0.00
Debits Posted-Electronic	72	\$0.00	0.00
Credits Posted-Electronic	215	\$0.00	0.00
Deposit Account Statements	261	\$0.00	0.00
General Disbursement Checks Paid-IS Front Image	214	\$0.00	0.00
Check Deposit-ICL or Remote Deposit Scanner	48	\$0.00	0.00
Image Deposited Items-Remote Deposit Scanner	1,288	\$0.00	0.00
Direct Account Transfer	1	\$0.00	0.00
Stop Payment Cancel	2	\$0.00	0.00
Courier for Cash Deposits-main office to bank	4	\$0.00	0.00
Currency/Coin Deposit/\$100-Banking Center	15	\$0.00	0.00
Currency/Coin Deposit/\$100-Vault	63	\$0.00	0.00
Currency Supply/\$100-Non-Standard Vault	4	\$0.00	0.00
Coin Supplied/Roll Vault	13	\$0.00	0.00
Change Order Banking Center	1	\$0.00	0.00
Currency Supply \$100 Banking Center	2	\$0.00	0.00
Change Order Auto Vault	3	\$0.00	0.00
Mail Notification Receipt Vault	117	\$0.00	0.00
ACH Optional Reports Electronic	27	\$0.00	0.00
ACH Delete/Reversal	20	\$0.00	0.00
ACH Return Item	27	\$0.00	0.00
ACH Monthly Maintenance	2	\$0.00	0.00
ACH Input File	52	\$0.00	0.00
ACH Blocks Authorization Instructions	3	\$0.00	0.00
ACH Blocks Authorization Maintenance	3	\$0.00	0.00
ACH Originated Addenda	790	\$0.00	0.00
ACH Notification of Change	130	\$0.00	0.00
ACH Standard Reports Electronic	55	\$0.00	0.00
ACH Consumer On Us Credits	9,337	\$0.00	0.00
ACH Consumer Off Us Credits	35,856	\$0.00	0.00
ACH Corporate On Us Credits	372	\$0.00	0.00
ACH Corporate Off Us Credits	1,983	\$0.00	0.00
ACH Credit Received Item	195	\$0.00	0.00
ACH Debit Received Item	110	\$0.00	0.00
Wire Transfer Monthly Maintenance Basic	1	\$0.00	0.00
Wire Transfer Phone or Standard Order Template			
Storage	35	\$0.00	0.00
Wire Transfer Electronic Wire Out Domestic	42	\$0.00	0.00
Wire Transfer Electronic Wire Out Book Disbursement	2	\$0.00	0.00
Wire Transfer Incoming Domestic Wire	19	\$0.00	0.00
Wire Transfer Custom Maintenance Template Storage	28	\$0.00	0.00
Wire Transfer Book Credit	1	\$0.00	0.00
ARP Full Positive Pay Maintenance Positive Pay			
Reconciliation Supply	2	\$0.00	0.00
ARP Full Positive Pay Input Per Item	3,664	\$0.00	0.00

School Board of Broward County
Banking Services Pricing Chart Analysis

SERVICE GROUP 1

ATTACHMENT F

		Proposer	
ARP Reconciliation Transaction End of Cycle	2	\$0.00	0.00
ARP Void Cancel Items	97	\$0.00	0.00
ARP Positive Pay Exceptions	4	\$0.00	0.00
ARP Positive Pay Maintenance No Reconciliation	1	\$0.00	0.00
ARP Positive Pay No Reconciliation Input Item	208	\$0.00	0.00
ARP Online Reports	2	\$0.00	0.00
ARP Positive Pay Notification	84	\$0.00	0.00
Online Subscription	1	\$0.00	0.00
Information Reporting Maintenance	1	\$0.00	0.00
Online Previous Day Reporting Account	6	\$0.00	0.00
Online Previous Day Reporting Item Stored	5,377	\$0.00	0.00
Online Current Day Reporting Account	5	\$0.00	0.00
Online Current Day Reporting Item	4,949	\$0.00	0.00
Research Item	6	\$0.00	0.00
Image Access	4	\$0.00	0.00
Transaction History	1	\$0.00	0.00
Account	5	\$0.00	0.00
Mainframe Transaction Previous Day Reporting Item	4,844	\$0.00	0.00
CashPay Monthly Maintenance ATM	183	\$0.00	0.00
CashPay Web User Services	1	\$0.00	0.00
Remote Deposit Account Maintenance	1	\$0.00	0.00
Remote Deposit Check Image Processing	1,288	\$0.00	0.00
Remote Deposit Capture Item Storage	67,010	\$0.00	0.00
High Volume Scanner Maintenance	1	\$0.00	0.00
CD ROM Maintenance	241	\$0.00	0.00
CD ROM Per Image	3,927	\$0.00	0.00
CD ROM Disk	7	\$0.00	0.00
Positive Pay Image Requested Direct	10	\$0.00	0.00
Image Archive - 90 Days	53	\$0.00	0.00
Image Maintenance Online	16	\$0.00	0.00
DDA Statement on CD ROM	1	\$0.00	0.00
Image Retrieval Online	1	\$0.00	0.00
Check Copy	2	\$0.00	0.00
Non-Relationship Customer Check Cashed	63	\$0.00	0.00
Total			0.00

Provide the following information as stated below. This will NOT be considered when scoring.

Reserve Requirement	0.00%
Current ECR	0.00%
Current Interest Rate on Overnight Investment	0.00%

Note: The section(s) below are for additional information only and will not be scored.

Additional Required Services (add rows if needed)

0	\$0.00	0.00
0	\$0.00	0.00
0	\$0.00	0.00
0	\$0.00	0.00

One Time Set-Up Service Costs (add rows if needed)

0	\$0.00	0.00
0	\$0.00	0.00
0	\$0.00	0.00
0	\$0.00	0.00

Total		0.00
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ATTACHMENT G

COST OF SERVICES – SERVICE GROUP 2

The Excel file can be retrieved through Demandstar.com through the RFP number.

SERVICE GROUP 2**Portfolio Characteristics**

Assumptions		
Short Term Portfolio*	\$	100,000,000
Long Term Portfolio		73,000,000
Self Insurance 1-3 Year Portfolio		62,000,000
Self Insurance 1-5 Year Portfolio		3,400,000
Total	\$	238,400,000
Buy (year to date)		103
Sell (year to date)		130
Interest Payments (year to date)		163

* The Short Term Portfolio is managed by the School District. It can range from \$100 million to \$500 million during the year.

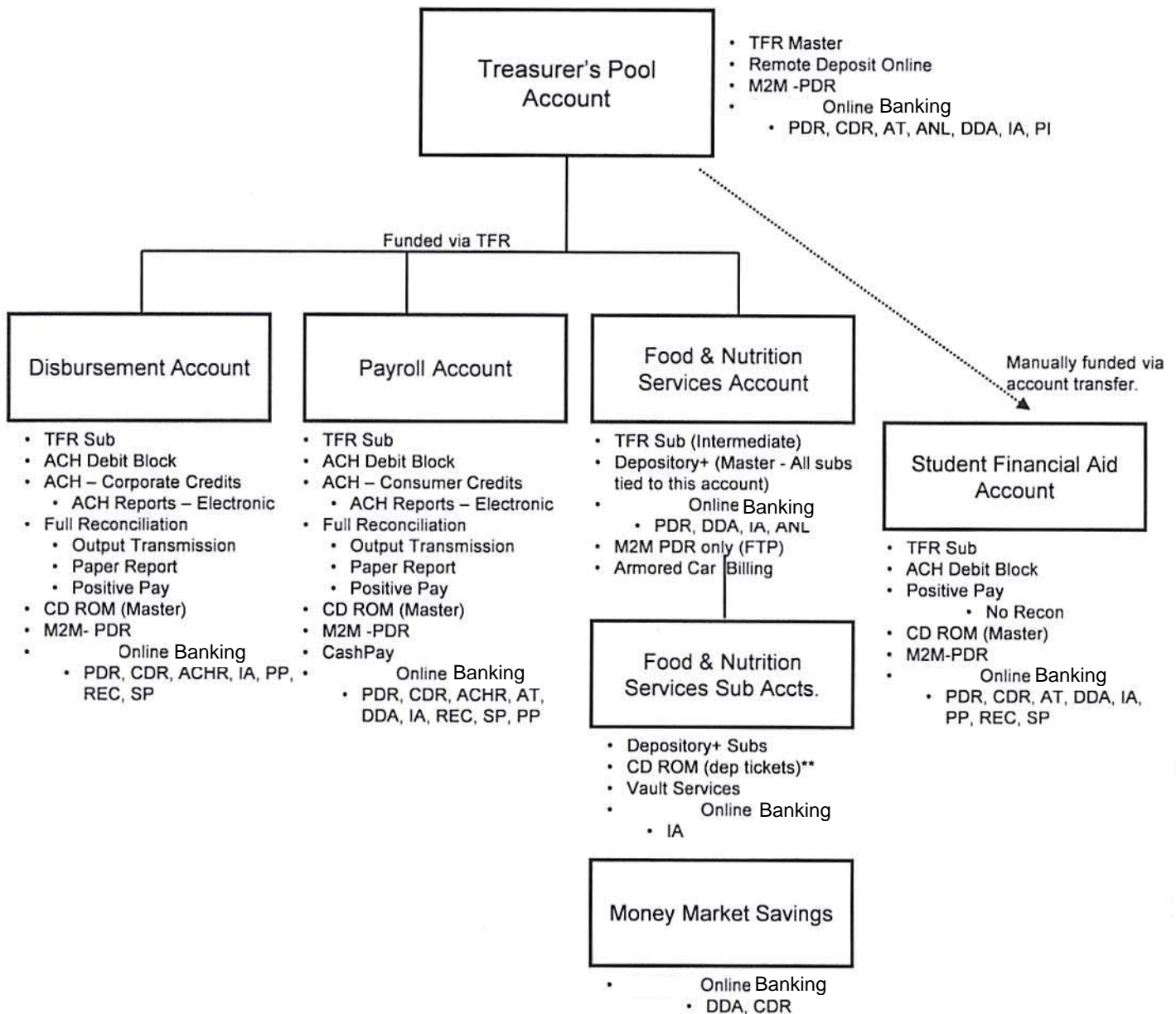
Fee Structure	Fill in Cost
Acceptance Fee	\$0.00
Annual Account Maintenance Fee	0.00
Annual Administration Fee	0.00
Buy	0.00
Sell	0.00
Interest Payments	0.00
Maturities	0.00
Wire Fee	0.00
Additional Portfolio(s)	0.00
Total Estimated Annual Fee	\$0.00

ATTACHMENT H

SBBC Bank Account Structure

The School Board of Broward County, Florida

Bank Account Structure



PDR = Previous Day Reporting (60)
 CDR = Current Day Reporting
 ANL = Analysis Statement
 DDA = Monthly DDA Statement
 AT = Account Transfer
 SP = Stop Payment
 REC = Reconciliation
 PP = Positive Pay
 PI = Payment Initiation (wires)
 IA = Image Access
 ACHR = ACH Return Report

ATTACHMENT I

ACH Payment Agreement Form



**The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)**

VENDOR NAME: _____

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County, Florida** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County, Florida** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County, Florida** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County, Florida** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>
VENDOR AREA:		
Remittance Confirmation:	Fax <input type="checkbox"/>	Email <input type="checkbox"/>
(please select one) _____		
Federal Identification No.	TAX ID# <input type="checkbox"/>	SS# <input type="checkbox"/>
Vendor _____		

Update Purchase Order Fax & Email Address

Centralized Fax Number _____	Dept. _____
Centralized Email _____	Dept. _____
Centralized Phone No. _____	Dept. _____

Signature

Authorized Signature
(Primary) and Business title: _____ **Date:** _____

Authorized Signature
(Joint) and Business title: _____ **Date:** _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

ATTACHMENT J

Statement of “No Response”

ATTACHMENT J, STATEMENT OF “NO RESPONSE”

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of “No” Response Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____ E-mail: _____

√	Reasons for “NO Response”:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____