



FAYETTE COUNTY PUBLIC SCHOOLS

**PURCHASING DEPARTMENT, ROOM 137
1126 RUSSELL CAVE ROAD
LEXINGTON, KY 40505
859.381.3885**

www.fcps.net/bids

Request for Proposals Number and Title RFP 37-20 School Activity Fund Banking Services	Department Financial Accounting and Benefit Services
Due Date/Time: Monday, November 2 by 2:00 PM Local Time (EST)	Term of Contract July 1, 2021 – June 30, 2023

FCPS now uses www.vendorregistry.com for all of our Bids and RFPs. Any notifications, including amendments to bids, post bid award notices and future bid advertisements, will be made through Vendor Registry. Please register as a vendor by following the link at www.fcps.net/bids and keep your profile updated to insure you are up to date on all FCPS Bids. Online bids and proposals must be submitted through Vendor Registry or by email as indicated in the solicitation.

Firm Name

Address

City/State/Zip

Telephone/Fax

Email

_____/_____/_____
Social Security Number

or

_____/_____
Employer Identification Number

RFP DOCUMENTS AND A SUCCESSFUL OFFEROR'S RESPONSE CONSTITUTE THE FINAL CONTRACT/AGREEMENT BETWEEN FCPS AND OFFEROR. NO CONTRACT/ AGREEMENT TERMS REQUIRED BY OFFEROR WILL BE CONSIDERED BY FCPS THAT ARE NOT SUBMITTED WITHIN THE RESPONSE. A SUCCESSFUL OFFEROR UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE RFP. A SUCCESSFUL OFFEROR WHO SUBMITS ANY SUBSEQUENT DOCUMENT FOR FCPS TO ACCEPT/SIGN UNDERSTANDS AND AGREES THAT THIS WILL NOT BE CONSIDERED OR ACCEPTED BY FCPS.

FOLLOWING THE SUBMISSION OF A RESPONSE AND THE AWARD OF THE RFP SHOULD A SUCCESSFUL OFFEROR TAKE THE POSITION THAT AN ADDITIONAL DOCUMENT WITH ADDITIONAL TERMS IS REQUIRED FOR A SUCCESSFUL OFFEROR TO COMPLY WITH TERMS OF THE RFP, THE RFP AWARD SHALL BE CONSIDERED VOID AND OFFEROR MAY BE DEBARRED FROM FUTURE WORK WITH FCPS.

CERTIFICATE MUST BE EXECUTED BY OFFEROR

In compliance with this Request for Proposals, in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees, if this proposal is accepted within the time stipulated above, to furnish any or all of the items/services upon which prices are quoted in accordance with the specifications applying at the price set opposite each item.

Offeror agrees to furnish and deliver all items/services set forth or otherwise identified in document and on any additional sheets subject to the terms and conditions herein.

Date _____

Company Name: _____

Name _____ Title _____

Signature _____

General Conditions of Bidding

1. Offerors are advised that any contract resulting from this RFP must comply with all applicable provisions of KRS 45A and other statutes and policies noted in this RFP.
2. Model Procurement Regulations adopted by the Fayette County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein.
3. The Fayette County Board of Education (Board) has implemented revised procedures as of July 1, 2016 for the submittal of bids and proposals. In all Fayette County Public School (FCPS) bidding procedures, all potential offerors are to engage in specifically defined efforts with the Department of Economic Development to include minority-owned, women-owned and veteran-owned business contractors, subcontractors, vendors and suppliers.
4. FCPS Department of Economic Development and Purchasing Department are available to assist and provide a listing, upon request, of certified minority-owned, women-owned and veteran-owned business enterprises (MWVBE). Offerors may consult the list for inclusion of subcontractors currently participating with the offeror. The list is not all-inclusive and may contain only the names of businesses that have [self registered](#) with the Board and have become approved contractors or vendors by contacting either [Department of Economic Development](#), [Division of Physical Support and Purchasing Department](#) and are MBE certified. The contact person for the Department of Economic Development is Marilyn Clark, 859-381-4000, Marilyn.clark@fayette.kyschools.us. Offerors may use other properly certified MWVBE subcontractors as long as proper certification is provided.
5. When line item pricing is requested, prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. Proposal prices must include transportation and delivery/service to the warehouse or building as specified.
6. To receive consideration bids must be received online through Vendor Registry prior to time designated in this invitation. None shall be accepted thereafter.
7. An officer or member of the bidding firm authorized to legally bind the firm must sign the bid/proposal.
8. The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education reserves the right to award by item, combination of items or lot. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.
9. By submitting a proposal in response to this RFP, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of "the most qualified and capable" firm(s) will require subjective judgments by the Fayette County Board of Education.
10. Proposals are effective for sixty (60) days from date of closing unless otherwise specified in conditions of bidding and general specifications.

11. Manufacturer's catalog numbers, trade names, etc., where shown herein are for descriptive purposes to guide the offeror in interpreting the standard of quality, design and performance desired, and should not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitution or departure proposed by offeror must be clearly noted and described. Otherwise it is understood that offeror intends to supply items specifically mentioned in this RFP. **FCPS reserves the right to determine if materials offered are the type and quality required.**
12. Samples requested must be furnished free of expense to the Board. If not destroyed or consumed in testing or evaluating, or required in connection with the award, samples will upon request be returned at offeror's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
13. If awarded an order or contract, offeror agrees to protect, defend and save harmless The Board from suits or demands for payment that may be brought against it for the use of any patented materials, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract. Offeror further agrees to indemnify and save harmless The Board from suits or actions of every nature and description brought against it for, or on account of injuries or damages received or sustained by any party or parties by, or for any acts of the offeror, his servants or agents.
14. **The Board is not required to pay federal excise taxes or Kentucky Sales and Use Taxes.** Proposals must be priced accordingly and reflect no sales tax to FCPS.
15. Offerors remain liable for applicable taxes on construction and/or furnish-and-install contracts for FCPS. Adjustments and allowances for any applicable taxes shall be provided for in the bid amount. Later adjustments to the Contract Sum shall not be permitted and/or made on this basis by FCPS.
16. Parties to this agreement are solely responsible for costs incurred in fulfilling obligations under this agreement unless otherwise provided in this agreement. No party shall have any claim against the other party for reimbursement of such costs, unless said costs are attributable to enforcing compliance under this agreement or seeking redress from the other party's default under this agreement.
17. If any section, paragraph or clause of this contract is held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph or clause shall not affect any remaining provisions herein.
18. This contract is made under, governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
19. Venue for any legal action filed concerning this contract is Fayette County, Kentucky.
20. Parties shall not discriminate in any of the services performed in connection with this contract on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity.
21. **K45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS TO EMPLOYEES OF THE BOARD IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER DIRECT OR INDIRECT.**

22. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

23. This writing, along with the responsive proposal, reflects the entire agreement between the parties. Changes or modifications of this Agreement shall be invalid or nonbinding upon the parties hereto. Nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver is in writing and signed by the parties hereto.

24. This Request for proposal, along with proposal submitted, if accepted by the Board shall constitute the entire agreement. In the event of a conflict between the terms of the Request for Proposal and the proposal, the terms in the Request for Proposal shall apply. The Board shall NOT CONSIDER contracts or agreements submitted separate from or subsequent to RFP. Any and all terms considered integral to the proposal submitted must be included in or with the proposal document.

25. Any addendums or updates to the RFP will be posted on www.fcps.net/bids. It is the offeror's responsibility to check the website for any updates.

26. To be eligible for a contract consideration with FCPS, all companies with nexus in Lexington, Kentucky must be current on all filings and payments of Occupational License and Net Profits Tax for Schools. If it is determined that you are not current on all filings and payments, your bid may be rejected or your contract canceled for noncompliance. For additional information regarding the Occupational License Tax, please visit our website at www.fcps.net/tax.

27. All responses to this RFP become the exclusive property of FCPS. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of, as required by KRS 61.878(1)(c)(1), those elements in each bid which are defined by the offeror as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." FCPS shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under Kentucky Revised Statutes Chapter 61. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" may be regarded as non-responsive. Although KRS 61.878(1)(c)(1) recognizes that certain confidential trade secret information may be protected from disclosure, FCPS may not accept or approve that the information that a offeror submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," and FCPS does not believe that the information is a trade secret, FCPS shall provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

28. To meet Kentucky Revised Statutes 45A.430 and 45A.435 purchase orders for construction that are issued that are under \$25,000.00 will not require a bond. Purchase Orders issued that exceed \$25,000.00 will require the contractor to bond. No work shall begin until the offeror has a FCPS issued Purchase Order in hand and has delivered the required Performance and Payment bond to the Department that issued the Purchase Order.

29. The offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.
30. The Offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.

31. Suspension and Debarment

The Offeror understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

By signing and submitting its bid or proposal, the offeror or proposer certifies as follows:

The certification in this clause is a material of fact relied upon by FCPS. If it is later determined that the offeror or proposer knowingly rendered an erroneous certification, in addition to remedies available to FCPS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The offeror or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The offeror or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

32. A debriefing may be available for any entity that submitted a proposal or bid in response to a solicitation (“Offeror”). Debriefing shall be requested in writing by the unsuccessful Offeror within ten (10) business days of the FCPS publicly releasing the identity of the purported winner of the competition, by posting the notice of contract award on the FCPS approved procurement website. An unsuccessful Offeror’s written request for a debriefing shall be submitted to the purchasing officer.

33. Purchases by other Kentucky Government Entities:

Any government entity in Kentucky shall have the option of making purchases from a contract executed under this bid when such actions are agreed to by the awarded vendor(s). FCPS will not be responsible for payment of any purchases by another government entity.

34. State law requires a contractor that is providing services to students on a regularly scheduled and continuing basis to submit to a state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating the individual is clear to hire based on no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

Prior to the provision of services by any contractor/sub-contractor, contractor agrees to obtain and submit a current KY State Police and FBI background check and a have a letter provided by the Cabinet for Health and Family Services Child Abuse and Neglect per KRS160.380. The provider will contact the FCPS Human Resources Department Application Center to initiate this process or submit these documents if

obtained elsewhere. A fee of \$40 for the State/FBI check and \$10 for the Child Abuse and Neglect letter will apply and the cost will be the responsibility of the contractor when having FCPS run the reports. This fee can be paid via check or money order made out to Fayette County Public Schools. Existing background checks within one year will be accepted, with the approval from FCPS Human Resources department. If there is a break in service, a new background check must be completed.

Purchases by FCPS Food Service

35. "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.
36. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.
37. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
38. The Buy American provision (7 CFR Part 210.21 (d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.
39. Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means and agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.
40. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
 41. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas or pineapple; and
 42. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
43. All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic.
44. Any substitution of a non-domestic product for a domestic product (which was originally part of a solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.
45. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

Special Conditions

1. All questions must be submitted in writing by emailing matthew.moore@fayette.kyschools.us no later than the deadline listed in the anticipated timeline on Page 15.
2. Proposals must be submitted online at Vendor Registry or by emailing the proposal to matthew.moore@fayette.kyschools.us. If emailing please include the RFP number and title in the subject indicating it is an official proposal for the RFP.
3. Late proposals

Any proposals received after the due date listed on the cover page shall be considered a late proposal.
4. **There will not be a public bid opening. Results of the RFP will be sent out upon award.**
5. **Contract is effective with a preferred beginning date of July 1, 2021 or date of Board approval (whichever is later) through June 30, 2023.** This agreement may be extended for an additional 2 year period through **June 30, 2025** for a total of 6 years as may be mutually agreed upon in writing by FCBE and the awarded depository. At this time, the Board will appoint one (1) primary depository. During this agreement, at FCBE's discretion may name additional depositories as the need arises
6. **Fuel Surcharges and other similar charges are not permitted**
7. **Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance with the school district in the last 24 months may be found non-responsible and ineligible for award.**
8. The RFP shall be awarded **to the responsible and responsive offeror(s) as defined in KRS 45A.345, providing the best value. RFP may be awarded to multiple offerors if in the best interest of the district.** In determining the best value the following criteria shall be considered:
 - Financial cost considerations (interest rate, cost of supplies/equipment and banking fees) 40%
 - Locations of bank branches 20%
 - Electronic banking options 20 %
 - Additional banking service offerings 15%
 - Company history, References, Sponsorship & Community Involvement in School functions 5%
9. Prices quoted must have decimal point located in the correct position to separate dollars from cents. Bid prices where the decimal point is omitted shall be calculated as dollar amounts.
10. Erasures or the use of typewriter correction fluid on proposal forms are unacceptable and may result in rejection of the proposal. Prior to submission or openings, errors may be crossed out, corrections entered and initialed by the person signing the proposal.

11. Modifications, additions or changes to the terms and conditions of this solicitation may be cause for rejection of the proposal. Offerors are requested to submit proposals on FCPS official forms. Proposals submitted on company forms may be rejected.
12. Successful offeror shall make provision for supplying PO numbers as part of any invoice issued to FCPS as a result of RFP award.
13. Payments for bid items are normally approved at the regularly scheduled meeting of the Board on the fourth Monday of most months provided bid items and invoices are properly received by the first Monday of the month. However, payments may be made early to take advantage of cash discounts offered provided the taking of such discounts is advantageous to FCPS.
14. Sole proprietors or partnerships must supply Taxpayer Identification Numbers with proposal. Corporations are excluded from this requirement.
15. Successful offerors shall provide two (2) copies for Safety Data Sheet (SDS) on material covered by OSHA Standard 1910.1200 upon request as a condition of purchase.
16. It is the policy of the Board that no asbestos-containing materials are to be purchased by the school system, supplied by any person supplying to the school system, or installed in or on school property by any person performing work for the school system. Furthermore, all products marked "May Contain Mineral Fibers" will be presumed to contain asbestos unless the manufacturer provides written certification or Safety Data Sheet (SDS) that no asbestos fibers are present in the product and identifies the fibers for which the product is marked or the supplier presents valid analysis data from an NVLAP-or AIHA-certified laboratory that the material does not contain asbestos.
17. If there is a conflict between the terms of this document and any document submitted by the offeror the RFP document takes precedence.
18. Offeror agrees to abide by any reasonable request made by FCPS Administration regarding implementation of this contract.
19. FCPS reserves the right to cancel contract if in the staff's opinion the offeror's work is unsatisfactory, their ability to meet completion schedules is unsatisfactory or billing is found to be excessive for work performed. Offeror may terminate the contract if FCPS fails to meet the specified payment terms.
20. **Termination for Default**

Either the Purchasing Agent or the Superintendent, as the case may require, may make a written determination that a contractor is in breach of any of the terms and conditions of an existing contract. Said determination shall state that the contractor shall have a period of five (5) working days within which to cure the breach. A copy of said determination shall be filed in the contract file and another copy of said determination shall be forwarded to the contractor in breach of the contract.

Upon receipt of said determination the contractor shall make all good faith efforts to comply with all terms and conditions of the contract and to cure the breach. Alternatively, the contractor may submit a written statement admitting default in breach of the contract. At such time the contract shall be deemed immediately terminated and all rights and obligations there under shall be terminated.

Upon receipt of the contractor's admission of default and breach or upon the contractor's failure to cure said breach within five (5) working days of the issuance of the written determination, FCPS shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor. The original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

21. Termination for Convenience

The Purchasing Agent or the Superintendent may make a written determination at any time that the contract shall be terminated for the convenience of FCPS and shall issue a notice of termination therewith. Said notice of termination shall state the date and time upon which termination shall become effective and the extent to which the contract is terminated. A copy of said determination and notice of termination shall be placed in the contract file and a second copy of said determination shall be forwarded to the contractor.

The contractor shall cease performance of the contract upon the date and time set in the written notice of termination. Within ten (10) working days thereafter, the contractor shall issue an itemized statement of any and all services performed; or goods delivered; or construction completed, and said statement shall be paid by the Board according to the procedure set forth in the existing contract.

The determination made by either the Purchasing Agent or the Superintendent, as the case may require, shall be final and conclusive as to the necessity for termination for convenience. No party to an existing contract shall have the right to appeal from said determination as it shall be final and conclusive.

22. Successor in Interest or Contractor Name Changes

No assignment of this contract without specific, written pre-approval of FCPS. Failure to get this written, pre-approval by FCPS shall VOID the assignment and the contractor on this contract shall remain responsible for continued compliance with terms of this RFP/response.

23. Offeror Initiated Requirements

Requirements that the offeror has or shall need if awarded the contract must be provided as part of the proposal response.

24. Additionally, offeror shall provide documents necessary to initiate a contractual relationship between the offeror and FCPS. Conflicts that exist with the content of this RFP, board policy or regulation and offeror initiated requirements may result in the rejection of the proposal.

25. Consumption of alcohol or drugs or being under the influence of alcohol or drugs, use of tobacco products or possession of firearms while on a job for FCPS by any worker is strictly prohibited. Any contractor, subcontractor or person working for the contractor or subcontractor who violates rules regarding alcohol, drugs, tobacco products or firearms is subject to immediate removal from the job

site. Violation of rules is considered a breach of contract between the contractor and FCPS and may lead to the termination of said contract FOR CAUSE by FCPS.

26. FCPS does not discriminate on the basis of sex in the educational programs or activities that it operates, and is required by Title IX of the Education Amendments of 1972 (P.L. 92-318) to not discriminate in such a manner. Further, FCPS does not discriminate on the basis of disabling condition, in treatment, admission or access to, or employment in its programs or activities as required by the Rehabilitation Act of 1973 (P.L. 93-112), as amended, Section 504. Nor does FCPS discriminate on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in the education programs or activities it operates.

27. Offeror must furnish all necessary insurance such as:

**Workers' Compensation and Employer's Liability
Public Liability \$1,000,000.00 minimum
Property Damage \$1,000,000.00 minimum.**

A Certificate of Insurance should be included with proposal or filed with the Purchasing Department within 10 days after notification of award.

CHECKLIST OF ITEMS TO INCLUDE WITH PROPOSAL SUBMISSION

- _____ Cover page completed
- _____ Name and signature on Page 2
- _____ Taxpayer Identification Number (if not a Corporation)
- _____ Technical Proposal
- _____ References
- _____ Cost Proposal
- _____ Resident Bidder Affidavit if declaring Resident Bidder Status
- _____ Supplier Diversity Program Contract Forms (If applicable)
- _____ Documentation of Good Faith Efforts (If applicable)
- _____ Completed W9 form

Does your company allow EFT? Yes _____ No _____

If yes please send a completed EFT Authorization Form to our Accounts Payable Department upon award of bid.

Thank you for providing this information:

- 1. Yes I am a minority owned business. Certified Not Certified
 No
- 2. Yes I am a woman owned business. Certified Not Certified
 No
- 3. Yes I am a veteran owned business. Certified Not Certified
 No

If “no” please submit signed “Pledge of Non-Discrimination” form included in RFP packet. If “yes” and certified please include a copy of certification.

ANTICIPATED TIMELINE

Date	Event
October 13, 2020	Release RFP
October 26, 2020	Deadline for RFP questions
October 28, 2020	Deadline for FCPS to respond to questions and post responses
November 2, 2020	Proposals due
November 3 -18,2020	Evaluation of proposals
December, 2020	FCPS Board meeting for approval of contract (if applicable)
July 1, 2021	Contract start date

SCOPE OF WORK

1. The Fayette County Board of Education is seeking proposals from highly qualified and capable depository banks. The successful depository bank will be expected to possess and meet the attributes identified by the board and stakeholders of the Fayette County Public Schools as indicated in this RFP. Depositories should possess a demonstrated track record of success in providing these services. The successful depository will work closely with the Fayette County Board of Education to match expectations and the scope for depository services as indicated in this RFP. Fayette County Board of Education has an annual budget in excess of \$9 million and is dedicated to protecting the revenues and expenditures of the school district so that all kids will have the necessary resources to be college and career ready.
1. **RFP**— The request is a “RFP” since it is for professional services. Please consider all statements as such. Services required are as follows but not limited to: deposits, withdrawals, positive pay, electronic communication and wire transfers (on line banking) and other services the district may deem necessary. Banks are encouraged to demonstrate creativity in their proposals and to offer the Board any additional services that they deem might be beneficial to the Board, but that are not specifically addressed elsewhere in the proposal documents.
2. **DURATION OF AGREEMENT**—The intent of this invitation is to receive proposals from any local financial institution (“bank”) to serve as a school activity funds’ depository for the Fayette County Board of Education (“Board”). The initial duration of the agreement shall be **from July 1, 2021 to June 30, 2023**. This agreement may be extended for an additional 2 year period through **June 30, 2025** for a total of 4 years as may be mutually agreed upon in writing by Fayette County Board of Education and the awarded depository. At this time, the Board will appoint one (1) school activity depository.
3. **ACCEPTABLE BANKS**—The Board hereby limits the banks that are acceptable for submitting a proposal to commercial banks or savings and loan associations that have an office in Lexington, Kentucky. The convenience of the locations and the number of branch offices in relation to the Central Administrative Office and other facilities shall be considered an important factor in the evaluation of proposals received. **See Attachment B for school locations.**
4. **RFP FORM**— Any bank wishing to submit a proposal is required to submit the attached “Official Proposal Form”. No proposal will be considered unless the Official Proposal Form has been completed, signed, and

submitted. Respondents may offer additional services as long as they do not conflict with the official terms and conditions of this RFP.

5. **RFP CLOSING**—All proposals must be submitted by the RFP closing date of October 12, 2020 2:00PM local time. Any proposal submitted after the closing time shall not be considered. The Board reserves the right to negotiate any or all of the terms of submitted proposals from banks. All proposals shall be effective for sixty (60) days from date of closing and no proposal may be withdrawn prior to that time.
6. **SIGNATURE**—An officer or member of the quoting bank, authorized to legally bind the bank, must sign the Official RFP Form.
7. **RFP EXTENSION(S)**—The Board, with the approval of the depository, may extend this proposal agreement for one additional period of two (2) years. Should it be deemed desirable to extend this proposal, the Director of Financial Services shall notify banks participating in the last request for proposal and those subsequently expressing an interest of the Board's decision.
8. **RFP ISSUES**—The Board reserves the right to waive defects and informalities in the **RFP**, to reject any or all the **RFPs**, or to accept any **RFPs** as may be deemed to be in its best interest.
9. **INVESTMENTS**—The Fayette County Board of Education reserves the right to transfer funds between depositories to maximize rate of return on investments.
10. **INVESTMENT OPTIONS**— The initial response to this **RFP** should include rate structures and instruments currently available. The Board reserves the right to use any or all investment vehicles offered by the primary and secondary depositories, as it deems to be the most advantageous to the FCBE. The depositories agrees to negotiate with the FCBE, allowing the Board to take advantage of any new type of service or new investment procedure that may become available and permissible for use by a board of education during the term of this agreement.
11. **ELECTRONIC BANKING**—The depository shall offer the Board electronic secure encrypted (web based) banking privileges that shall, at a minimum, permit the Board to inquire about past transactions, make wire transfers, exchange positive pay data, and transmit ACH data. If the Board maintains security over its password to the online banking system, the primary depository agrees to hold harmless the Board from losses due to a security breach of the bank's online banking system. As such, to meet this criteria, the bank should provide security tokens as an extra security measure for the Board to perform electronic banking at no additional cost.
12. **CHECKS/SUPPLIES**— The depository is responsible for providing, to the Board or schools, all reasonable items needed to transact banking business. These items include, but are not limited to, checks, direct deposit advices, deposit tickets, boxes for rolled coins, safe deposit box (for the Board only), locking bank bags, canvas bags for collection of money from events, etc. The depository will sort and count coinage on a periodic basis if requested by the Board or a school due to significant volume. The depository response should include the cost structure for such fee's & services. More specific information about checks and direct deposit advices follows: **See Attachment C.**

13. **COLLECTION OF RETURNED CHECKS**—The depository shall provide assistance to the Board in collecting bad checks by processing the checks a second time after an appropriate waiting period. _
14. **AUDIT ASSISTANCE**—The depository shall provide assistance and cooperation with the Board’s audit firm.
15. **BANKING HOURS**—The depository shall keep the Board informed in writing of banking hours, locations, and times of day when deposits and withdrawals are accepted and/or posted. This notice shall include days that the banking institution is closed for business.
16. **CONTACT PERSON**—The depository shall appoint one lead employee and the names of support staff of the bank to be responsible to the Board’s Treasurer for compliance with the terms of the adopted proposal and to make sure all transactions of the Board are handled promptly and efficiently. Repeated problems with the bank’s handling of transactions shall be factored into decisions about extensions of this proposal agreement.
17. **TRANSITION**—In the event the bank is not designated by the Board as its depository in the future, the bank shall continue to pay interest at the rate established by this proposal document on any funds remaining in any accounts at that financial institution until all outstanding checks have cleared the bank. In addition, the depository agrees to assist the Board in its transition to a new depository, should the need arise. The depository agrees to furnish the Board with such information concerning the activity of all accounts as may be needed to take future quotes for the Board’s banking needs.
18. **RFP CRITERIA FOR AWARD**
 - Financial cost considerations (interest rate, cost of supplies/equipment and banking fees) 40%
 - Locations of bank branches 20%
 - Electronic banking options 20 %
 - Additional banking service offerings 15%
 - Company history, References, Sponsorship & Community Involvement in School functions 5%

District Overview

In the Fayette County Public Schools, we believe that “it's about kids.” Our school district exists to serve more than 42,000 students from the Lexington-Fayette County metro area, and every decision we make – from the board room to the classroom.

Our roughly 7000 dedicated employees share a common goal of providing a world-class education for each and every student – and it shows. Time and again, our students and staff members have earned state and national accolades in academic, athletic and professional contests. We are blessed with amazing support from our families, business community and civic leaders, who are all intent on creating a positive environment for kids to learn and succeed.

Student achievement is the main focus in our school district, where assessment results on state and national tests significantly outpace Kentucky averages. Although achievement gaps persist, high school students continue to score above state and national levels on the ACT. With 69 schools and special programs, FCPS is the second largest school district in the state of Kentucky serving youngsters in preschool through grade 12. The school district is the third largest employer in the Lexington-Fayette County metro area. Diversity is key in our community, where the student population is:

- White: 48.7 percent
- Black: 22.8 percent
- Hispanic: 17.8 percent
- Asian: 4.8 percent
- Students classified as English learners (EL): 5,489
- Native languages spoken by EL students: 94
- Students classified for Special Education: 5,016

FCPS is composed of:

- Elementary schools: 37
- Middle schools: 12
- High schools: 6
- Technical centers: 3
- Other academic and alternative programs: 11
- 3 administrative offices

Transparency, openness, and community involvement are core values for our school district, which is governed by an elected five-member Board of Education. Our board makes fiscally responsible decisions and seeks to drive resources into classrooms with the highest need. Thanks to overwhelming community support the board was able to pass a property tax to address longstanding facility needs, and since 2008, there have been 21 renovation projects and 7 new schools completed. One new high school is currently under construction and scheduled for completion in fall 2023. We also have 2 new schools that are currently in early design stages.

**OFFICIAL QUOTE FORM
FOR
DEPOSITORY FOR SCHOOL ACTIVITY ACCOUNTS**

***THE FAYETTE COUNTY BOARD OF EDUCATION RESERVES THE RIGHT TO NEGOTIATE
ANY OR ALL OF THE TERMS OF SUBMITTED QUOTES FROM BANKS.***

/

Interest Rate

In accordance with the terms of the General Conditions and Specifications, all accounts of the Fayette County Board of Education shall be serviced. The bank agrees that no minimum balance shall be required at any time and Interest shall be paid on all deposits maintained by the Fayette County Board of Education, starting on the date of deposit. In your **RFP**, please quote a floor for rate of return on district funds held by bank. The interest rate benchmark shall be (make your proposal here):

Locations

Following is a listing of the financial institution’s Fayette County branch offices and ATM locations:

<u>Branch Office Location</u>	<u>ATM Location</u>
_____	_____
_____	_____

NOTE: If you need additional space, please list the locations on a separate attachment.

COURIER—The depository shall provide a bonded courier for any district school that does not have a branch bank within five (5) miles of the school. **See Attachment B for school locations.**

Collateral

A. Execution of Bond of Depository and Collateral

As provided in 702 KAR 3:090 as it relates to KRS 156.010, 160.570 under statutory authority KRS 160.570 a Bond of Depository for Public School Funds will be executed by the primary and secondary and collateral deposited in escrow to secure said bond as hereafter set out. The Bond of Depository (see attached copy) includes a pledge of collateral in the amount of the required penal sum. (At what intervals) The Bond of Depository covers Fayette County Board of Education funds in the estimated amount of **\$4,919,710.00** (the precise amount will be determined based on balances at designated intervals. The 2014 calendar balances are provided on page 20 of this RFP for your consideration in determining how to meet this criteria.), effective July 1, 2021 for the full term of this agreement, subject to approval of the Kentucky Department of Education (“KDE”). The amount of the Bond of Depository is determined by KDE and may fluctuate from year to year. The depository hereby acknowledges itself bound to the Commonwealth of Kentucky, and the Fayette County Board of Education, in the penal sum of 103% of current daily balances or the highest daily balance in each account each month for all accounts in the previous year that it, as depository of the Board of Education, shall well and truly discharge the duties of said office according to law, account for, to the proper authorities and pay over to all parties legally entitled thereto on proper warrants all funds that may come into its hands as Depository of the Board of Education aforesaid for a period of two (2) years for two (2) consecutive terms during this contract, beginning July 1, 2021 through June 30, 2023 including but not limited to any agreed upon extensions as referenced in this RFP.

B. Types of Collateral

All collateral pledged by the depository selected shall have a fair market value equal to at least 103% of all deposits (including all investment instruments) of the Board of Education and shall consist of U.S. Government Bonds, Kentucky School Revenue Bonds, and/or Federal Government Agency Obligations. Repurchase Agreements for either class of collateral are unacceptable security. The collateral represents the total amount required to cover all funds, including investments and

construction funds. At no time shall the collateral be reduced or substituted without prior approval of the Board of Education. Such approval shall not be granted without the execution of a new bond, which shall have prior approval by KDE.

Only the following securities and obligations may be accepted as collateral (KRS 41.240).

- (a) Bonds, notes, letters of credit, or other obligations of or issued or guaranteed by the United States, or those for which the credit of the United States is pledged for the payment of the principal and interest thereof, and any bonds, notes, debentures, letters of credit, or any other obligations issued or guaranteed by any federal governmental agency or instrumentality, presently or in the future established by an Act of Congress, as amended or supplemented from time to time, including, without limitation, the United States government corporations listed in KRS 66.480(1)(c);
 - (b) Obligations of the Commonwealth of Kentucky including revenue bonds issued by its statutory authorities, commissions, or agencies;
 - (c) Revenue bonds issued by educational institutions of the Commonwealth of Kentucky as authorized by KRS 162.340 to 162.380;
 - (d) Obligations of any city of the first, second, and third classes of the Commonwealth of Kentucky, or any county, for the payment of principal and interest on which the full faith and credit of the issuing body is pledged;
 - (e) School improvement bonds issued in accordance with the authority granted under KRS 162.080 to 162.100;
 - (f) School building revenue bonds issued in accordance with the authority granted under KRS 162.120 to 162.300, provided that the issuance of such bonds is approved by the Kentucky Board of Education; and
 - (g) Surety bonds issued by sureties rated in one (1) of the three (3) highest categories by a nationally recognized rating agency.
- (5) The State Treasurer shall accept letters of credit issued by federal home loan banks as collateral under this section.

What does KDE need for approval of Bond Depository and collateral?

- 1.) A completed Bond of Depository form
- 2.) A listing of pledged collateral with current market values listed
 - or, A copy of the letter of credit
 - or, A copy of the Surety Bond

C. Safekeeping Receipts

The school activity fund depository shall execute a safekeeping receipt for collateral, which shall include an endorsement as follows (the form of the endorsement on the safekeeping receipt may be amended so as to modify the endorsement in any manner required by the rules and regulation of the Federal Reserve, provided that the collateral pledged for safekeeping in connection with the bond of depository is deposited in a federal reserve bank.):

*“The securities described herein have been pledged as collateral to funds on deposit in (city) _____, _____(county) ____, Kentucky to the credit of the Fayette County Board of Education of Lexington, Kentucky under terms of a depository agreement. These securities may not be withdrawn or substituted except with the **written consent of the Fayette County Board of Education**. The **original** of this receipt has been delivered to the Fayette County Board of Education of Lexington, Kentucky.”*

Length of Agreement

The quotations and undertakings offered herein will be valid from July 1, 2015 to June 30, 2019 and, at the option of the Board of Education, and with the school activity depository’s consent, may be extended for an additional two (2) year period as stipulated in General Conditions.

Additional Banking Services *(use this section and additional pages, if needed, to describe other banking services):*

See Attachment C.

Designated Employee Team

_____ shall be the bank’s employees who will be responsible for compliance with the terms of this depository agreement.

Type of Financial Institution

We have read and understand the General Conditions and Specifications and the Official Quote Form for Board of Education (FCBE) accounts and agree to comply with all said stipulations should we be selected as the FCBE depository. Our institution is a: *(place an “X” beside the following description that applies)*

_____ **Commercial Bank** and is a member of the Federal Deposit Insurance Corporation and, as such, we propose to accept and hold in SECURED CUSTODY funds belonging to the FCBE, and to pay out any funds on order of the Board as provided by law. We hereby offer our quote to the FCBE under terms and conditions as above specified.

_____ **Savings and Loan Association** : The Federal Deposit Insurance Corporation (FDIC) is an independent agency of the United States government that protects the funds depositors place in banks and savings associations. FDIC insurance is backed by the full faith and credit of the United States government. Since the FDIC was established in 1933. FDIC insurance covers all deposit accounts, including:

- Checking accounts
- Savings accounts
- Money market deposit accounts
- Certificates of deposit

FDIC insurance does not cover other financial products and services that banks may offer, such stocks, bonds, mutual funds, life insurance policies, annuities or securities. The standard insurance amount is \$250,000 per depositor, per insured bank, for each account ownership category. We will provide collateral for amounts over \$250,000 FDIC limit per **702 KAR 3:090**. We hereby offer our quote to the FCBE under the terms and conditions as specified.

Bank Name _____ **Date** _____

Signature _____ **Title** _____

Name _____ **(print)**

Address _____

Telephone _____

Attachment A Fayette County Public Schools

INVESTMENTS

When the interest rate indicates a higher return than anticipated on deposits, quotes are solicited from designated depository banks. Amount(s) and investment period(s) are provided to the designated depository banks, requesting a written quote be submitted by 10 A.M. the following day. The rate quotes received will be compared to the current deposit rate. Funds will remain in the deposit account if the highest quoted rate is equal to or less than the anticipated rate on the deposit account.

Data Sheet
66 Individual School Activity Funds**

A.	Group I	<u>Elementary Schools (37)</u>	
		Average monthly balance*	\$1,362,709
		Average annual number of checks issued	3300
		Average annual number of deposits	240
B.	Group II	<u>Middle Schools (12)</u>	
		Average monthly balance	\$1,137,669
		Average annual number of checks issued	4400
		Average annual number of deposits	220
C.	Group III	<u>High Schools (6)</u>	
		Average monthly balance	\$1,697,881
		Average annual number of checks issued	5500
		Average annual number of deposits	220
D.	Group IV	<u>Special Program Schools (11)</u>	
		Average monthly balance	\$467,086
		Average annual number of checks issued	390
		Average annual number of deposits	200

Attachment B
Fayette County Public Schools

DISTRICT SCHOOLS

Elementary		
Arlington	122 Arceme Avenue	40505
Ashland	195 N. Ashland Ave	40502
Athens-Chilesburg (ACE)	930 Jouett Creek Dr	40509
Beaumont	2080 Georgian Way	40504
Booker T Washington	707 Howard St.	40508
Breckinridge	2101 St. Mathilda Dr.	40502
Cardinal Valley	218 Mandalay Rd.	40504
Cassidy	1125 Tates Creek Rd.	40502
Clays Mill	2319 Clays Mill Rd.	40503
Coventry Oak	2441 Huntly Place	40511
Deep Springs	1919 Brynell Dr.	40505
Dixie	1940 Eastland Parkway	40505
Garden Springs	2151 Garden Springs Dr.	40504
Garrett Morgan	1150 Passage Mound Way	40509
Glendover	710 Glendover Road	40502
Harrison	161 Bruce St.	40507
James Lane Allen	1901 Appomattox Rd.	40504
Julius Marks	3277 Pepperhill Rd.	40502
Lansdowne	336 Redding Rd.	40517
Liberty	2585 Liberty Road	40509
Mary Todd	551 Parkside Dr.	40505
Maxwell	301 Woodland Ave.	40508
Meadowthorpe	1710 North Forbes Rd.	40511
Millcreek	1212 Reva Ridge Way	40517
Northern	340 Rookwood Parkway	40505
Picadome	1642 Harrodsburg Rd.	40504

Rosa Parks	1251 Beaumont Centre Ln.	40513
Russell Cave	3375 Russell Cave Rd.	40511
Sandersville	3025 Sandersville Road	40511
Southern	340 Wilson Downing Rd.	40517
Squires	3337 Squire Oak Rd.	40515
Stonewall	3215 Cornwall Dr.	40503
Tates Creek	1113 Centre Parkway	40517
Veterans Park	4351 Clearwater Way	40515
Wellington	3280 Keithshire Way	40503
William Wells Brown	555 East Fifth Street	40508
Yates	695 E. New Circle Rd.	40505
Middle		
Beaumont	2080 Georgian Way	40504
Bryan Station	1865 Wickland Dr.	40505
Crawford	1813 Charleston Dr.	40505
Edythe J. Hayes	260 Richardson Place	40509
Jessie Clark	3341 Clays Mill Rd.	40503
Leestown	2010 Leestown Rd.	40511
Lexington Traditional Magnet	350 N. Limestone	40508
Morton	1225 Tate's Creek Rd.	40502
SCAPA	400 Lafayette Pkwy.	40503
Southern	400 Wilson Downing Rd.	40517
Tates Creek	1105 Center Parkway	40517
Winburn	1060 Winburn Dr.	40505
High		
Bryan Station	201 Eastin Road	40505
Frederick Douglass	2000 Winchester Road	40509
Henry Clay	2100 Fontaine Road	40502
Lafayette	401 Reed Lane	40503
P.L. Dunbar	1600 Man O' War Blvd.	40513
Tates Creek	1111 Centre Parkway	40517

Special School Programs		
Carter G. Woodson Academy	2000 Winchester Road	40509
Eastside Tech Center	2208 Liberty Road	40505
Locust Trace AgriScience Center	3591 Leestown Rd	40511
Martin Luther King Jr Academy	2200 Liberty Road	40509
Opportunity Middle College	470 Cooper Drive	40506
Rise STEM Academy for Girls	2420 Spurr Road	40511
Southside Tech Center	1800 Harrodsburg Road	40504
STEAM Academy	123 E. Sixth Street	40504
SUCCESS Academy	2420 Spurr Road	40511
The Learning Center at Linlee	475 Price Road	40511
The Stables	4089 Iron Works Pike	40511

BOND OF DEPOSITORY WORKSHEET calendar year 2014

Penal Sum Calculation

INSTRUCTIONS: DISTRICT NAME: _____Fayette County Public Schools School Activity Funds_____

BANK NAME: School Activity Funds 2014 calendar year historical information_____

JANUARY	\$4,652,980				\$4,652,980
FEBRUARY	\$4,786,551				\$4,786,551
MARCH	\$4,727,583				\$4,727,583
APRIL	\$4,704,252				\$4,704,252
MAY	\$4,378,836				\$4,378,836
JUNE	\$4,373,183				\$4,373,183
JULY	\$3,929,853				\$3,929,853
AUGUST	\$3,906,879				\$3,906,879
SEPTEMBER	\$4,714,812				\$4,714,812
OCTOBER	\$5,063,035				\$5,063,035
NOVEMBER	\$5,269,313				\$5,269,313
DECEMBER	\$5,176,782				\$5,176,782

6. Add balances across to get total balance at this bank.
7. Circle the three months having the highest numbers in the total column.
8. Copy those three numbers here and add:

$$\begin{array}{r}
 \underline{\$5,063,035} \\
 +5,269,313 \\
 +5,176,782 \\
 = \underline{\$15,509,130} \\
 /3= \underline{\$5,169,710}
 \end{array}$$

9. Divide by 3 to get average of three high months deposits
10. Subtract amount insured by FDIC (\$250,000)

$$\begin{array}{r}
 \underline{\hspace{1cm}} \\
 - \underline{\hspace{1cm}}
 \end{array}$$

11. This is the penal sum of the bonds. =\$4,919,710
12. Retain this worksheet, your copy of the bond of depository, listing of collateral, and safekeeping receipts.
13. Track expiration dates of collateral and secure new listing with renewals of expired collateral from this depository.

Attachment C

Fayette County Public Schools

Bank Services & Supplies needed to accommodate school activity funds accounts for 66 schools

The following services & supplies will be provided by the bank at no charge to the school account, no exclusions:

- An Interest Checking Account with no per withdrawal transaction fees and no minimum balance fees
- Monthly printed statements shall be provided including images of checks front and back in numerical order
- Bank Internet access to each school account with adequate online banking system security
- Standard imprinted laser checks with the school logo
- Imprinted deposit tickets
- 2 Endorsement Stamps per School
- Boxes for rolled coins
- Locking bank bags or night depository bags
- Coin counting
- Return checks (chargeback items) shall be processed and re-presented at no charge
- Stop Payment Orders Free of Charge
- Cashier's Checks Free of Charge
- Wire Transfer orders shall be placed via telephone or Fax to our Funds Management Department
- ACH transactions by parents for tuition payments shall be processed at no charge to school account
- Remote deposit capabilities, with check scanners and technical support at no cost.

INVESTMENTS

When the interest rate indicates a higher return than anticipated on deposits, quotes are solicited from designated depository banks. Amount(s) and investment period(s) are provided to the designated depository banks, requesting a written quote be submitted by 10 A.M. the following day. The rate quotes received will be compared to the current deposit rate. Funds will remain in the deposit account if the highest quoted rate is equal to or less than the anticipated rate on the deposit account.

Optional Proposal Content

Added Value (Additional Banking Services)

Respondents are encouraged to describe in detail any added value, or additional services or benefits available and offered at no or minimal cost to FCPS in their RFP responses. Attach and label as “ADDED VALUE.” *(Use this section and additional pages, if needed, to describe other banking services):*

FOR EXAMPLE:

- **Procurement card services**
- **Providing Treasury Electronic Payment/Deposit Machines**

Format & Submission of Proposals

The format requirements for RFP responses are designed to ensure uniformity in the responses, provide the information necessary to understand each proposal, and facilitate an efficient and comprehensive evaluation of all responses. Proposals must comply with the specifications and detailed instructions stated in this RFP document, must be signed by the certifying company official, and must be presented to the FCPS Purchasing Office according to the detailed instructions stated in this document.

1. Proposals must be submitted as a single PDF file through Vendor Registry or by emailing to matthew.moore@fayette.kyschools. Please allow time to upload all documents and do not wait until right before the deadline to submit. Proposals arriving after the deadline will not be considered. It is the responsibility of the vendor to ensure proposal has been received by the district.
2. Each proposal must contain a detailed Table of Contents and must be organized in the same order as the requirements are outlined in this RFP document. Each separate bullet point must be addressed individually. A response that does not adhere to a “point-by-point” format may be disqualified.
3. Respondents must reply in a narrative to each requirement and question. “Understand and comply” responses are not acceptable. All RFP submissions must include the following items and attachments in the order specified below:
 - The Request For Proposal document, RFP 38-20 – School Activity Fund Banking Services (MUST BE the first document in the submission); this document consists of Pages 1-51 and is located on Vendor Registry
 - Table of Contents for your submission
 - Responses to each item listed in Mandatory Proposal Content
 - Addenda – Each individual Addendum must be printed, signed and inserted immediately following the Table of Contents (including cost schedule form, Supplier Diversity Program Forms, Pledge of Non-Discrimination, Required Affidavit For Bidders, Offerors and Contractors Claiming Resident Bidder Status-if applicable)
 - Certificate of Insurance
 - Three Client References (See RFP page 33, make copies as needed)
 - Company Profile, Organizational Chart, Principals Roster, & Project Assignments and Resumes, etc.
 - Added Value (if applicable) (See RFP page 29)

Evaluation Criteria

FCPS advertises this RFP as an opportunity for interested qualified depositories specializing in banking services to submit responses consistent with the scope of work stated herein. Respondents to this RFP are encouraged to submit their most comprehensive, innovative, and creative proposals for banking depository services.

All responsive offers will be carefully reviewed and evaluated for financial cost considerations, electronic banking options, community involvement, expertise with demonstrated success, and highest and best value to FCPS with consideration to quality, approach, timeliness, dedicated personnel, and value added (if any).

Proposal conformance to RFP instructions, terms, conditions, and requirements is critical to offeror responsiveness.

FCPS may, at its sole discretion, select or reject all or portions of the service(s) proposed from responsive offerors. As a part of the evaluation process, FCPS may find it necessary to evaluate the addition or deletion of components of an offeror's proposal in order to make equivalent comparisons to other proposals. FCPS will select the offeror whose proposal is determined to best meet the needs of the board, based on the requirements and evaluation criteria set forth herein.

The determination of the successful proposal will be based upon information supplied by the offeror in the RFP response and upon other information that will be obtained by FCPS as it deems necessary. The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, the quoted price is an important factor in the determination of the selected proposal.

The criteria described in the following provisions, along with other factors that may be developed by the board, shall be used to evaluate the proposals.

Financial Cost Considerations (40 percent)

In assessing financial cost considerations, the Board will consider the various professional, technical, and quality of RFP in terms of offerors interest rate, cost of supplies/equipment and related banking fees of each depositor. The Board will consider the depositories interest, fees and supply cost structure to the extent it may impact the organization's ability to effectively conduct the services requested in the RFP. The Board will assess what it will cost for the depository or individual to complete the tasks outlined in the scope of services and any additional tasks proposed by the depository or individual or requested by the board. Factors that will be considered include: (a) the total amount that will be charged; and (b) the level of detail provided as to how the organization will perform each task; and (c) the completeness of the Cost Schedule Form provided. (d) the interest rate on deposited funds.

Locations (20 percent)

The Board will assess the depository's number of locations, hours of operation and physical locations as it relates to this RFP.

Electronic Banking Options (20 percent)

The Board will assess the ability of the depository to devote the necessary human resources and technical support related to electronic banking options. The Board will also consider the depth of the electronic banking options to meet the needs of the Board and the Board's employees.

Additional Banking Services Options (15 percent)

The Board will assess the overall quality of the depositories proposal related to additional banking options as value added to the board. The depository proposal should include how the value added additional services will help the board to accomplish and perform each specific option.

Company History, References, Sponsorship and Community Involvement in School Functions (5%)

The Board will assess the depositories specific past experience in sponsorship and community involvement related to School Functions. The Board values a community partner, which is involved in the community and the school systems they are operating within related to this RFP. Factors that will be considered generally include (a) past history of community involvement, sponsorship and support (b) the number and quality future offerings of sponsorship and community involvement in school function if awarded this RFP. Additionally, the Board will assess the depositories specific experience in providing banking services to other organizations and school districts similar to Fayette County Public Schools size in relation to this RFP. Factors that will be considered generally include (a) the number and types of organizations that are similar in nature to the scope of work required by this RFP; (b) the number and quality of references furnished in conjunction with this RFP; and (c) any significant accomplishments or failures experienced in depository relationships similar to the specific services sought by the Board;

The Board will also assess the financial status of the organization and its ability to devote the necessary financial and human resources to the depository needs requested in this RFP. Factors that will be considered generally include the financial information received about the organization; the history of the organization, the corporate structure, the number of years the organization has been in business; the credit, or industry rating as they relate to financial strength and performance; and any unique risks associated with the organization that would potentially threaten its continued existence as a going concern.

PLEDGE OF NON-DISCRIMINATION

_____, is responding to RFP/BID # _____ issued
Insert Name of Company (hereinafter "Company")
by the Board of Education of Fayette County, Kentucky, and hereby pledges:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in connection with the performance of any contract award by the district on this RFP/BID.

(2) The Company shall provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;

(3) The Company has been made aware of, understands and agrees to make good faith efforts to solicit MBE/WBEs to do business with this Company in the performance of work on any contract awarded on this RFP/BID.

The Company acknowledges that failure to make a good faith effort may have a negative impact on future contract opportunities.

(Authorized Company Representative Signature)

Date

Print Name and Title

RFP / BID #: _____

This affidavit shall be completed if your company is a Kentucky based company.

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING
RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

FCPS reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____, _____
(Name) (Title)

of _____, this ____ day of _____, 201__.
(Company Name)

Notary Public

My commission expires: _____

(Affix Notary Seal)



Fayette County Public Schools

Supplier Diversity Program

Contract Forms

Marilyn Clark
Manager of Economic Development
Fayette County Public Schools
Department of Economic Development
1126 Russell Cave Road
Lexington, Kentucky 40505
859-381-4000
Marilyn.Clark@fayette.kyschools.us

**NOTICE OF REQUIREMENT FOR
FCPS GOALS TO CREATE EQUAL OPPORTUNITIES AND
MINORITY, WOMEN AND VETERAN-OWNED BUSINESS (MWVBE)
CONTRACT PARTICIPATION**

The mission of the Fayette County Public Schools (FCPS) is to create a collaborative community that ensures all students achieve at high levels and graduate prepared to excel in a global society. FCPS values diversity, inclusion and equity. As one of the largest employers in Fayette County, we know the impact of how we spend the money entrusted to us by taxpayers has a far-reaching effect in the greater economic development of the entire community. As a result, the Fayette County School Board (Board) set goals that not less than twelve percent (12%) of the total value of this contract be subcontracted to MWVBES. The goal for the utilization of certified MWVBES as subcontractors are recommended goals. All bids and requests for proposals will be reviewed in detail by the Office of Economic Development prior to awards being submitted to the Board for approval. Bidders who fail to meet such goals are expected to provide written explanations to the Manager of Economic Development of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement selection process.

FCPS reserves the right to work with the most responsible and responsive bidder. That means that the district may need to move to the next lowest bidder in the event that the proposed winning bidder is unwilling and unable to demonstrate documented good faith efforts to comply with these requirements.

For assistance in locating capable MWVBE subcontractors, contact Marilyn Clark, Manager of Economic Development at the address listed below:

Marilyn Clark, Manager of Economic Development
Fayette County Public Schools
1126 Russell Cave Road
Lexington, Kentucky 40505
859-381-4000
Marilyn.Clark@fayette.kyschools.us

The Board's commitment extends to all providers of goods and services, which are broken down into the following categories:

1. Construction Contractors
2. Professional Service Contractors
3. Vendor/Supplier of Tangible Goods and Commodities

Fayette County Public Schools MWVBE Participation Goals

A. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, operated and managed by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Women-Owned Business Enterprise (WBE) defined as a business certified as being at least 51% owned, operated and managed by a woman or women.
- 3) Veteran-Owned Business Enterprise (VBE): a business certified as being at least 51% owned, operated and managed by a veteran.
- 4) Good Faith Efforts are efforts, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts will be considered, along with any other relevant factors (See Schedule 1).
- 5) Certification: FCPS strongly prefers to work with certified MWVBEs. For projects over \$20,000 certification is required for minority, women or veteran owned companies. We accept certifications from third-party certifying agencies like the Tri-State Minority Supplier Development Council (TSMSSDC); Women's Business Enterprise National Council (WBENC); National Women's Business Owners Council (NWBOC); Kentucky Minority and Women Business Enterprise Certification (KY MWVBE); and any of various certification from the Small Business Administration (SBA). FCPS will rely on certifying agencies to verify certification of any businesses claiming to be certified.

B. GENERAL

- 1) FCPS requests all potential contractors to make a concerted effort to include MBE, WBE and VBE businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, FCPS has established 12% of total procurement costs as a Goal for participation of MWVBEs on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (12%) for MWVBE participation and other requirements as outlined in this section.**

C. PROCEDURES

- 1) The successful bidder will be required to report to FCPS the dollar amounts of all payments submitted to MWVBE subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a MWVBE subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith

Efforts to replace the subcontractor / supplier with another MWVBE Firm; this is subject to approval by FCPS. (See FCPS MWVBE Substitution Form)

- 3) For assistance in identifying qualified, certified MWVBE businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The FCPS Purchasing Department and/or the Office of Economic Development at 859-381-4100.
- 4) FCPS will make every effort to notify interested MWVBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWVBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal (Bid Documents) includes the forms set out below. These forms must be completed and submitted with Bid Documents:
 - a. Workforce Analysis Report: FCPS values diversity and inclusion. We strive to work with companies that share our values. Please share the diversity of your workforce in this form.
 - b. Current/Past MWVBE Contract Participation Form: This form will be used to capture your company's percentage of spend with MWVBES on current or past projects.
 - c. MWVBE Solicitation Report: This report verifies that your company contacted MWVBES in a timely manner to submit quotes for this contract.
 - d. MWVBE Participation Form: This report verifies the MWVBE subcontractors and material suppliers to be utilized on this project.
 - e. MWVBE Subcontractor Utilization Form: This form is intended to capture the MWVBE subcontractor's and material supplier's understanding of the work/material to be performed and the price as agreed with the Bidder/Contractor. This form must be completed and signed by the Bidder/Contractor AND the MWVBE subcontractor or material supplier.
 - f. Affidavit of MWVBE Subcontractor Payments Form: If awarded this contract, the prime contractor is obligated to submit a notarized report of all payments made to any MWVBE subcontractors or suppliers working on this project. Reports are due on a monthly basis to be sent to the Manager of Economic Development and Supplier Diversity.

- g. MWVBE Subcontractor Substitution Form: If a MWVBE contractor selected for this project is not able to meet the obligations as assigned, the prime contractor is obligated to replace that MWVBE subcontractor through the Good Faith Efforts steps outlined in this document and to secure another MWVBE contractor with like skills at a comparable contract price. All required forms and documentation for this substitution should be returned to the Manager of Economic Development and Supplier Diversity.
- h. Waiver Form: Contact the Purchasing Department or the Manager of Economic Development and Supplier Diversity to discuss bids you believe have no opportunity for the utilization of any subcontractors.

4) Failure to submit this information as requested may be cause for rejection of bid.

Sole Source

It is agreed that identified sole source expenditures shall also be excluded from the aggregate total of all sums paid in connection with implementation of the contract, and therefore, shall not be subject to the MWVBE goals. All designations as a sole source expenditure must be supported by data that indicates that only one company can perform the services. The following are examples of basis for sole source expenditures:

- a. The supplies or services to be acquired are unique to the contractor.
- b. Time is of the essence and only one known source can meet the FCPS's needs within the required timeframe.
- c. Data is unavailable for competitive procurement.
- d. It is necessary that the item being acquired from the one source be compatible and interchangeable with existing equipment.

Excluded Expenditure

FCPS and its contractors shall use good faith efforts as set forth herein in order to progress towards the achievements of the MWVBE goals, but FCPS shall not be required to pay any amounts in excess of the lowest responsible and responsive price or best evaluated bid to procure any goods or services, or to delay design, development or construction activities in order to progress towards the achievement of the MWVBE goals.

FCPS agrees the bid requirements shall obligate a contractor to agree to execute a contract by which it is contractually obligated to use good faith efforts as set forth herein, and that for a bid or price to be responsible and responsive, it must have been prepared by a contractor that agrees to be so contractually obligated. In the event that the lowest price or best evaluated bid is not responsible and responsive because the contractor does not agree to be contractually obligated to use good faith efforts as set forth herein, then that bid will be considered non-responsive and FCPS shall re-bid that contract or select the next lowest responsive price or best evaluated bid, if permitted by applicable law.

FCPS Manager of Economic Development will be made aware of participation goals of the lowest bidder on all projects. The Manager of Economic Development shall be entitled to review any and all bids and requests for proposals to examine whether they are responsible and responsive with regard to good faith efforts as set forth herein. However, but there shall be no obligation on FCPS

to delay the project pending such review, and any if any contractor that becomes contractually obligated to use good faith efforts as provided herein is ultimately determined to have not used such good faith efforts, the remedies of FCPS shall be set forth in this Agreement with respect to such contractor.

Certification

FCPS strongly prefers to work with certified MWVBES. We accept certifications from third-party certifying agencies like the Tri-State Minority Supplier Development Council (TSMSSDC); Women's Business Enterprise Nation Council (WBENC); National Women's Business Owners Council (NWBOC); Kentucky Minority and Women Business Enterprise Certification (KY MWVBE); and any of various certification from the Small Business Administration (SBA). FCPS will rely on certifying agencies to verify certification of any businesses claiming to be certified.

SCHEDULE 1

GUIDANCE CONCERNING GOOD FAITH EFFORTS (To be submitted with Bid Documents)

Good faith efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the following may be considered, along with other relevant factors **(check all that apply)**:

- _____ Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women business organizations within a reasonable time, prior to the deadline for submission of bids to allow MWVBE firms to participate effectively;
- _____ Provided notice to a reasonable number of minority and women business organization of specific opportunities to participate in the contract within a reasonable time, prior to the deadline for submission of bids to allow MWVBE firms to participate effectively;
- _____ Sent written notices of proposal, by certified mail, e-mail or facsimile, to qualified, certified MWVBEs soliciting their participation in the contract within a reasonable time, prior to the deadline for submission of bids to allow them to participate effectively;
- _____ Attempted to identify portions of the work for qualified, certified MWVBE's participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units;
- _____ Requested assistance from community organizations that work with minorities and women in achieving the goal;
- _____ Conferred with qualified, certified MWVBEs and explained the scope and requirements of the work for which their bids or proposals were solicited;
- _____ Attempted to negotiate in good faith with qualified, certified MWVBEs to perform specific subcontracts; not rejecting them as unqualified without sound reason, solely based on price, or without a thorough investigation of their capabilities;
- _____ Followed up initial solicitations of interest by contacting MWVBEs to determine their level of interest;
- _____ Made efforts to refer interested MWVBEs to entities who may be able to assist them in obtaining required bonding, lines of credit, or insurance; and
- _____ Effectively used the services available through minority community organizations, minority contractor groups, local, state and federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of MWVBEs.
- _____ A bidder or proposer shall submit documentation of good faith efforts with bid documents or as requested by the Manager of Economic Development or the FCPS Board.

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____

(Name and Title)

Date: ____ / ____ / ____

Fayette County Public Schools
MWVBE Solicitation Report
(Form to be submitted with Bid Documents)

Project Name: _____

Project Bid #: _____

Bidder / Contractor: _____

Total Bid Price or Estimate: \$ _____

I have contacted the following minority- and women-owned business enterprises and will not be subcontracting any work with them due to the reasons cited below: (Attach additional pages as necessary).

MWVBE Company	MWVBE Point of Contact Address/Phone/Email	Reason Not Utilized

I certify under penalty of perjury that the information contained in this document is correct.

Bidder / Contractor / Title

Date

**Fayette County Public Schools
Current/Past MWVBE Contract Participation**

(Form to be submitted with Bid Documents)

Project Name: _____

Project Bid/RFP#: _____

Bidder / Contractor: _____

List current/past contracts (3-5 years) and MWVBE participation in each contract.

Owner	Contract Dates	Project Name & Location	Contract Sum	MWVBE Participation (%)

List MWVBE companies that worked on the projects named above.

Company	MBE WBE VBE	Contact Name	Email/Phone	Scope of Work

(If more room needed, attach separate sheet.)

I certify under penalty of perjury that the information contained in this document is correct.

Bidder / Contractor / Title

Date

Fayette County Public Schools
MWVBE Participation Form
 (Form to be submitted with Bid Documents)

If awarded this bid/proposal, Bidder / Contractor will subcontract with the following MWVBE subcontractors / suppliers:

Project Name: _____

Project Bid #: _____

Bidder / Contractor: _____

Total Bid/Estimate: \$ _____

Total MBE \$ _____	Total WBE \$ _____	Total VBE \$ _____
Total MBE % _____	Total WBE% _____	Total VBE% _____

Work or Trade to be Subcontracted	MWVBE Business Name	MBE Total \$	WBE Total \$	VBE Total \$

(For each MWVBE Subcontractor/ Supplier, Attach Utilization Form)

I certify under penalty of perjury that the information contained in this document is true and correct. I am aware that in the event of a replacement of a MWVBE subcontractor, I will adhere to the replacement requirements set forth in the FCPS bid documents.

Bidder / Contractor Signature _____
Date

Fayette County Public Schools
MWVBE Subcontractor Utilization Form
(Form to be submitted with Bid Documents)

Project Name: _____

Project Bid#: _____

Bidder / Contractor: _____

This form is intended to capture the MWVBE subcontractor's understanding of the work to be performed and the price as agreed with the Bidder / Contractor. This form must be completed and signed by the Bidder / Contractor and the MWVBE subcontractor and submitted as part of the bid or proposal package.

MWVBE Company: _____

Contact Person: _____

Address: _____

Phone: _____

Email: _____

MWVBE Subcontractor Price Agreed: \$_____

Description of Work: _____

Additional Notes: _____

I hereby certify under penalty of perjury that the above information is correct.

_____		_____	
MWVBE Signature		Bidder / Contractor Signature	Date

_____		_____	
Title		Title	

Submit Separate Form per MWVBE Subcontractor to be Utilized
Attach MWVBE Certification

Fayette County Public Schools
Waiver for Participation of Minority-, Women- and Veteran-Owned
Business Enterprises
(Form to be submitted with Bid Document)

Project Name: _____

Project Bid#: _____

Bidder / Contractor: _____

Contact Person: _____

Address: _____

Phone: _____

Email: _____

The above named bidder cannot fulfill its commitment to minority, women and veteran-owned business enterprises participation due to the following reasons:

_____ Items being bid are not applicable for subcontracting.

_____ Other – Provide detailed explanation: _____

To the best of my knowledge and belief, the above information is accurate and true, and reflects our commitment to support the minority- and women-owned business enterprise initiative of Fayette County Public Schools.

Bidder / Contractor Signature

Date

Title

Fayette County Public Schools
Affidavit of MWVBE Subcontractor Payments
(To be Completed and Submitted Monthly by Successful Bidder)

This affidavit verifies that minority- and women-owned businesses (MWVBE) are performing the work on this project and that timely payments are being made by the prime contractor. This information will be reported to the Fayette County Public Schools (FCPS) Board of Educators as well as to other managers across the district.

By signing below, the prime contractor agrees that the payments recorded below are accurate as of the reporting period. Furthermore, by signing, the prime contractor attests that the MWVBE has performed a “commercially useful function” on this project.

Project Name: _____

Reporting Period: _____
(Month) (Year)

CONTRACTOR INFORMATION

Company Name	
Contact Person	
Address	
City, State, ZIP	
Email	
Phone	

MWVBE SUB-CONTRACTOR INFORMATION

Company Name	
Contact Person	
Address	
City, State, ZIP	
Email	
Phone	

PAYMENT INFORMATION

Payment Date	Payment Amount	Check #
	\$	
	\$	

Bidder / Contractor Signature Date Title

Sworn or affirmed and subscribed before me this _____ day of _____, 201__.

Notary Public
 My commission expires: _____

Submit completed form monthly to the FCPS Manager of Economic Development
Marilyn Clark, 1126 Russell Cave Rd., Lexington KY 40505 or
[**Marilyn.Clark@fayette.kyschools.us**](mailto:Marilyn.Clark@fayette.kyschools.us)

Fayette County Schools
MWVBE Subcontractor Substitution Form
(Form to be utilized by Awarded Bidder, as necessary)

Date: _____

Bid/RFP/Quote Reference # _____

Prime Total Contract Awarded \$ _____

The MWVBE subcontractor listed below has been contacted as a substitute and has agreed to participate on this Bid/RFP/Quote. This substitution was made prior to or after the job was in progress for reasons stated below and are now being submitted to FCPS Economic Development for approval. By the authorized signature of a representative of our company, we understand that Good Faith Efforts procedures were followed in soliciting and retaining this contractor and documentation was submitted with this substitution form. This information will be entered into our file for this project. Signature of both the prime and the MWVBE subcontractor company is required below.

Reason for Substitution	
MWVBE Company being replaced (Include contact name/address/phone and email address)	
New MWVBE Company (Include contact name/address/phone and email address)	
Please attach MBE, WBE or VBE certification for new company	
Work to be Performed	
MWVBE Subcontractor Total Contract \$	
MWVBE % of Total Contract	

I certify under penalty of perjury that the information in this document is correct. By reporting this substitution, my company is adhering to the substitution requirements set forth in the FCPS purchasing documents.

Prime Contractor/Title

MWVBE Subcontractor/Title

Date

Date