



INVITATION TO NEGOTIATE

ITN No. N227420AN

Due 2:00 PM, EST on September 14, 2022

Investment Advisory Services

Electronic Proposals for **Investment Advisory Services**, will be received at the School Board of Lee County (hereinafter the District), Procurement Services Department, Bonfire Platform. All interested parties must register with Bonfire to view and download documents. Instructions for Vendor Registration can be viewed by clicking the link <https://support.gobonfire.com/hc/en-us/articles/360011135513-Vendor-Registration>. Electronic Proposals must be submitted through the [Bonfire Portal](#) before **2:00 PM, EST on September 14, 2022**. It is the Proposer's responsibility to assure that the proposal is submitted to the Department of Procurement Services, Bonfire Platform prior to the opening date and time specified. The Bonfire electronic platform will not allow submissions after the opening date and time, and therefore late submittals will not be accepted or considered for award.

Business entities interested in providing **Investment Advisory Services** to The School Board of Lee County are hereby notified that electronic proposals for providing the required services must be submitted by **2:00 PM, EST on September 14, 2022**, at The School Board of Lee County, Procurement Services Department, Bonfire Platform.

A **MANDATORY** Pre-Submission conference will be held at **10:00 AM EST on August 17, 2022**, via live virtual video conference.

Join Zoom Meeting

<https://leeschools.zoom.us/j/88696626938?pwd=Y2loWldhd0lvV1N0RVJHMDJFWUdwQT09>

Meeting ID: 886 9662 6938

Passcode: 608383

PROPOSER INFORMATION SHEET

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

Release: August 10, 2022

ITN No.: **N227420AN**

ITN Title: **Investment Advisory Services**

Contact: Amy Naranjo; AmyCN@leeschools.net

Invitation to Negotiate proposals must be electronically submitted to The School Board of Lee County, Department of Procurement Services, Bonfire Platform, no later than **2:00 PM, EST on September 14, 2022** and plainly marked ITN No. **N227420AN, Investment Advisory Services**. Responses are due and will be opened at this time.

Proposer Business Name: _____

Proposer Taxpayer Identification Number: _____

Address: _____

City, State & Zip Code: _____

Telephone: _____ Fax: _____

Name of Owner or Authorized Officer/Agent: _____

Title: _____ Date: _____

Email Address: _____ Internet URL: _____

Additional Contact Name: _____ Email Address: _____

Signature of Owner or Authorized Officer/Agent: _____

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

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

Proposal Certification: By my signature, I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning this **Proposer Information Sheet**, I further certify complete and unconditional acceptance of the contents inclusive of this Invitation to Negotiate, and all appendices and the contents of any addenda released hereto.

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

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

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GENERAL CONDITIONS

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

1. **Electronic Proposal Requirements:** The “Proposer Information Sheet”, page 2 of the ITN, must be completed, signed, and returned with each proposal. Proposers must submit one electronic proposal, electronically signed by a representative authorized to legally bind the Proposer to the provisions herein; and all attachments and forms completed as required herein. Unless otherwise specified, Proposers must use the form(s) furnished by the District. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** For the purpose of this Invitation to Negotiate (ITN), the following words and phrases shall have these meaning:
 - a) “District” shall mean The School Board of Lee County, Florida.
 - b) “Proposer” shall mean any person, firm or corporation who submits a proposal pursuant to this ITN.
 - c) “Consultant” shall mean the successful Proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Proposer’s Responsibility:** It is the responsibility of the Proposer to obtain all pages of the ITN package and all attachments thereto, together with any addenda to the ITN package that may be issued prior to the ITN due date. Proposers are required, before submitting a proposal, to obtain and carefully examine the ITN specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
4. **Proposal Submittal:** All proposals electronically submitted using the Bonfire Platform. Proposals having erasure or corrections must be initialed by the Proposer. All proposals must be signed by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in the Bonfire Platform.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted Consultant list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a 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, for a period of 36 months from the date of being placed on the convicted Consultant list. Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification Variances:** For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this ITN, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, ten (10) business days prior to the ITN due date, or as otherwise specified in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITN documents and posted on the Bonfire Platform. No correction or clarification of any ambiguity, inconsistency or error in the ITN terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITN documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Submission of Proposal:** One proposal must be electronically submitted in the School District of Lee County’s Bonfire Platform no later than the date and time specified on the cover sheet of this ITN, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the ITN specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the ITN general conditions, specifications or ITN submittal requirements.
10. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the ITN at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
11. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services, Bonfire Platform prior to the opening date and time specified. The Bonfire electronic platform will not allow submissions after the due date and time and therefore will not be considered for award.

12. **Processing Time:** It is understood that the normal proposal processing time shall be 120 days after the opening date of this ITN, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.
13. **Original and Renewal Term:** The award resulting from this ITN shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this ITN (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. The Proposer agrees to these conditions by signing its proposal.
14. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, Consultants are prohibited from lobbying School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, regarding the formal solicitation. All inquiries must be written and directed to the Department of Procurement Services.
- (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, on the award of a contract. Lobbying by any Proposer or any individual on behalf of a Consultant will result in rejections/disqualification of said response.
- (b) Violation of the provision regarding lobbying may also result in debarment of the Consultant as provided in Policy 6.071.
15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
16. **Brands:** Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Consultant catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO
- SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by the District.
17. **Warranty/Guarantee:** All materials and/or services furnished under this proposal shall be warranted by the Consultant, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Consultant must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Consultant shall make any such repairs and/or replacements immediately upon receiving notice from the District.
18. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the ITN specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price (including any applicable preference pursuant to Section 287.084, F.S.), quality, and suitability for the intended purpose, including product life cycle costs, and any other determining factors.
- a) Proposals will be evaluated, scored and ranked based on the written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations.
- b) The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers.
- c) The District reserves the right to negotiate individually or collectively with one or more top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best

offer with their proposal as the District may select a proposal for award without further negotiation.

- d) After final evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties on the School District of Lee County's website <http://www.leeschools.net/procurement> for a period of no less than three (3) days.
 - e) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.
19. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this ITN are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.
20. **Contract Documents:** The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. This ITN, any addenda to this ITN, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer and the District. If a specific contract document is requested by the District, it shall be included with the above-mentioned items as part of the contract agreement. Each proposal is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and the District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the terms conditions of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the District and any sureties.
21. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
- a) The School Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the

responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.

- b) The District serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel and the Village of Estero. The District's enrollment is approximately 95,000 pre-k-12 students. With approximately 12,000 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the District is the second largest employer in Lee County.
22. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
- a) The volatility is due to causes wholly beyond the Consultant's control
 - b) The volatility affects the marketplace or industry, not just the particular Consultant's source of supply
 - c) The effect on pricing or availability of supply is substantial
 - d) The volatility so affects the Consultant that continued performance of the contract would result in substantial loss or financial hardship.
- The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty-four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.
23. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Consultant may propose a substitute product to the District. The Consultant shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Consultant will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.
24. **Consultant Performance:** The Consultant shall provide competent, suitable, qualified personnel to perform any project required by the ITN. The Consultant shall at all times maintain good discipline and order while on District property. Consultant employees and Subcontractor employees (if authorized) assigned to this contract must be pre-screened

and will be thoroughly reviewed for but not limited to current certification and documentation. When on District property:

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

deemed necessary to insure reimbursement or replacement for loss or damage to property.

- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Consultant from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Consultant to condition at least equal to that existing at the time of Consultant's commencement of any project.
- l) Consultant acknowledges that work may be performed at a particular project site where the District simultaneously is conducting and continuing its operations upon the same site. In such event, Consultant shall coordinate its work so as to cause no unreasonable interference with or disruption to the District's operations. The District may perform other work related to any particular project at the site by the District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Consultant or any Subcontractor, sub-Subcontractor, agent, employee or anyone else for whom Consultant is legally liable, causes a disruption to any utilities service to other facilities or customers within a project area, Consultant shall take all actions necessary and required to immediately restore such utilities service. If Consultant fails to take such immediate actions the District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the District as a result thereof shall be reimbursed to the District by Consultant within five (5) business days of written demand for same from the District.
- n) Consultant is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Consultant's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Consultant shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Consultant shall comply with all applicable codes, laws, ordinances, rules and regulations of the District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Consultant observes that the Contract Documents are at variance therewith, it shall promptly notify the District in writing.
- o) When requested, Consultant shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to the District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and

temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

- q) The Consultant shall be responsible for instructing their employees in all safety measures. All equipment used by the Consultant shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
- i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - iii. The Consultant shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - iv. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
 - v. All debris shall be removed to an environmentally approved landfill or recycling center.

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

25. **Inspection, Identification and Acceptance:** Consultants shall be responsible for delivery of items in new condition meeting specification at point of destination. Consultant shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
26. **Bid Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Proposers.
27. **Performance Bonds:** When required and after acceptance of a proposal, the District will notify the successful Proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
28. **Worker's Compensation:** Consultants shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of their employees employed on the project. In case any work is sublet, Consultant shall require Subcontractors similarly to provide Workers' Compensation Insurance.
29. **Supplier Diversity Plan:** The School Board of Lee County has a goal to expand participation opportunities for Minority

Businesses in the construction and providing of goods and services to construction projects. Minority Business participation goals, along with reporting compliance procedures will be set during the negotiation process.

30. **Scrutinized Companies:** By submitting a proposal, Proposer certifies that it complies with House Bill 545 which prohibits a company that is on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel from bidding on, submitting a proposal for, or entering into or renewing a contract with an agency or local government entity for goods or services of any amount. The bill also requires a contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, to contain a provision that allows for the termination of the contract at the option of the awarding body if the company has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. An agency or local governmental entity is authorized to make a case-by-case exception to the prohibition of contracting with companies that are on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel if certain conditions are met. Additionally, the bill requires a company to provide certification that it is not engaging in a boycott of Israel before submitting a bid or entering into or renewing a contract with an agency or local governmental entity. The bill provides for preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods or services of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
31. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITN are violated by the Consultant, the Superintendent or designee shall give written notice to the Consultant stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Consultant that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:
- a) Consultant is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;

- b) Consultant has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
- c) Consultant has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
- d) Consultant has been engaging in business operations in Cuba or Syria.
- e) The District may at any time by written notice to the Consultant stop all or any part of the work for this ITN award. Upon receiving such notice, the Consultant will take all reasonable steps to minimize additional costs during the period of work stoppage. The District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the ITN terms and conditions.
- f) Failure of the Consultant to provide products within the time specified in the ITN shall result in the following: The Buyer shall notify Consultant in writing within five (5) calendar days via the Consultant Performance Form and provide five (5) calendar days to cure. If awarded Consultant cannot provide product, the District reserves the right to purchase product from the next lowest responsive and responsible awarded Consultant. The defaulting Consultant may be responsible for reimbursing the District for price differences.
32. **Default:** In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
33. **Liability:** Where Consultants are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the awarded Consultant assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
34. **Indemnity: This General Condition of the ITN is NOT subject to negotiation and any proposal that fails to accept these conditions may be rejected as "non-responsive", unless Consultant is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to assume liability in the amounts and for the cause established in Section 768.28, Florida Statutes for only injuries or damage caused by the negligence of the District, its agents or employees in performance of the duties of this contract. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Consultant shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Consultant, any Subcontractor, or anyone directly or indirectly employed by any of them. The Consultant's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Consultant's limit of, or lack of, sufficient insurance protection.
35. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
36. **Laws and Regulations:** Consultants will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Consultants agrees not to discriminate against any employee or applicant for employment because of race, gender, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.
37. **Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful Proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Consultant.
38. **Governing Law & Venue:** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Lee County Florida or for federal court shall be United States District Court, Southwest District of Florida.
39. **Drug-Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087. If all tied businesses comply with the Drug-Free Workplace requirement, a coin flip will break the tie.
40. **Ethics:** All awarded Consultants shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the Florida Commission of Ethics, and District Purchasing and Bidding Policies.
41. **Conflict of Interest:** Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer must disclose with their response the name of any company owner, officer,

director, agent or representative who is also an employee of the School District of Lee County or their immediate family which owns any interest of any amount in the Proposer's company, partnership or agency.

42. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.
43. **Authority to Piggyback:** The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other participating members of the above referenced Consortium entity.
44. **Invoicing and Payment:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department.
- a) The Consultant will provide **copy of the original invoice to The School District of Lee County, Financial Accounting Department via email FinanceInvoices@LeeSchools.net**
 - b) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legible and dated.
 - c) The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, **Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District.** The District reserves the right to revise this program as necessary.
45. **Liquidated Damages Recovery:** Consultant agrees to the use of Liquidated Damages Recovery in the event the Consultant fails to perform in accordance with contract provisions. On any occasion where the Consultant fails to perform or defaults on the contract, or any material provision thereof,
- the District may procure the necessary supplies/services from other sources and hold the Consultant financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Consultant.
46. **Contact Information:** The Consultant shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Consultant shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
47. **Bid Protest:** All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School District of Lee County, Florida, shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
48. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
- a) Keep and maintain public records required by the District to perform the service.
 - b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the 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 for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the District.
 - d) Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Consultant or keep and maintain public records required by the District to perform the service. If Consultant transfers all public records to the District upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

e) **PUBLIC RECORDS NOTICE:** If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to its duty to provide public records relating to the agreement, contact the Custodian of Public Records, (239) 337-8420, PublicRecords@LeeSchools.net
2855 Colonial Blvd., Fort Myers, FL 33966.

49. **Confidential, Proprietary or Trade Secret:** All responses received in response to this solicitation shall be considered a public record pursuant to Chapter 119 Florida Statutes disclosure and will not be confidential with the exception of financial statements.

a) **Redacted Copies:** If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School District with a separate redacted hard copy and electronic copy of its response.

b) The redacted copies shall contain the School District's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

c) Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend and indemnify the School District for any and all claims from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

d) If the Proposer fails to submit Redacted Copies with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.

e) **Public Meetings/Evaluations:** All evaluations of solicitations are subject to discussion at public meetings. If during the course of the evaluation, pertinent facts cannot be disclosed or discussed in a public forum due to the Proposer's designating such materials as confidential, the Proposer's response may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.

50. **Patents, Copyrights & Royalties:** Consultants agree to indemnify and save harmless the School District, its officers,

employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Consultant uses any software design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the product or services shall be included in the price proposal of the Consultant.

51. **ITN Preparation Costs:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the ITN.

52. **State Purchasing Agreements:** Prior to the release of this ITN, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.

53. **E-Verify: State of Florida, Executive Order 11-116.** The employment of unauthorized aliens by any Consultant is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the Consultant knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to Executive Order 11-116, for all contracts providing goods or services to the state in excess of nominal value; (a) the Consultant will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of all new employees hired by the Consultant during the Contract term, (b) require that Consultant include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Executive Order 11-116 may be viewed at <http://www.flgov.com/wpcontent/uploads/orders/2011/11-116-suspend.pdf>.

54. **Consultant Background Screening Requirements:** Consultant will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Consultant and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Consultant providing any services on campus while students are present. The Consultant will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Consultant and its employees. Consultant will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Consultant will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Consultant agrees that in the event the Consultant or any employee who the Consultant has certified as completing the background check and meeting the statutory standards then is convicted of any

disqualifying offense, the Consultant» will notify the District within 48 hours of such.

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

55. **Consultant Process for Fingerprinting: Consultants who will never be present on a school district campus are not required to be fingerprinted.** Upon award, Consultant is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the Lee County School Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5 (a) and (b) state: **(NO EXCEPTIONS TO BELOW)**

- (a) Prior to the start of work on any District site, all construction Consultants and other Consultants including but not limited to construction manager, company owners, architects, engineers, specialty Consultants, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception contained in the School Board Policy. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.
- (b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the Consultant or a subcontractor, to a District construction

site or any District property it is the responsibility of the Consultant to follow the requirements of this policy.

Consultant Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the fingerprinting process, are located on the School District's website:

https://www.leeschools.net/our_district/departments/human_resources/professional_standards_equity - Consultant Fingerprinting.

Effective May 12, 2014, fingerprinting services for Consultants with the District will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

FEDERAL GRANTS TERMS AND CONDITIONS

For any solicitation that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Consultant accepts and acknowledges that it is and will continue to comply with said terms and conditions for the term of the award.

56. **Illegal Alien Labor:** Consultant shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Consultant must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Consultant and its Subcontractors will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
57. **Recovered Material (2 CFR §200.322): applies to all contracts greater than \$10,000.00.** Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the District's preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
58. **Federal Drug-Free Workplace:** Consultant agrees to comply with the drug-free workplace requirements for federal contracts pursuant to 41 U.S.C.A. § 8102.
59. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): applies if contract is greater than or equal to \$100,000.00.** Consultant certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Consultant must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

60. **Energy Efficiency / Conservation (42 U.S.C. 6201):** Consultant agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

61. **Clean Air Act (42 U.S.C. 7401 Et Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000:** Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Consultant shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify the District concurrently within 30 days of notice of the violation.

62. **Debarment and Suspension:** Consultant certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

63. **Equal Employment Opportunity:** During the performance of this contract, the Consultant agrees as follows:

- a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b) The Consultant will, in all solicitations or advancements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

- d) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Consultant will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Consultant will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Consultant. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant

becomes involved in, or is threatened with, litigation with a Subcontractor or Consultant as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

64. **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276C):**

The Consultant certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, Consultant and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Consultant or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

65. **Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7):**

Consultant, certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Consultant is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultant agrees to pay wages not less than once a week. The Consultant must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Consultant acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Consultant accepts. The Consultant agrees to report all suspected or reported violations to the Federal awarding agency and to notify the District concurrently. The Consultant certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, Consultants and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Consultant or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

66. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):**

Consultant, certifies that it is, and will continue for the term of this contract, to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

67. **Health and Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704):**

No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

68. **Buy American (7CFR PART 210.21(D)):**

For commercial food products, served in the school meals program, Consultant must purchase to the maximum extent practicable domestic commodity or product pursuant to the Buy American provision (7 CFR 210.219d).

69. **Civil Rights:**

The Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

DETAILED SPECIFICATIONS
INVESTMENT ADVISORY SERVICES
ITN No. N227420AN

1. **Overview:** One electronic proposal for **Investment Advisory Services**, must be received from eligible Proposers, submitted to the School Board’s Procurement Services Department, Bonfire Platform no later than **2:00 PM EST, on September 14, 2022**, to be considered. Proposers that do not comply with the School Board’s procedures or deadlines will not be considered. The School Board will retain all proposer information received. The Bonfire electronic platform will not allow submissions after the opening date and time, and therefore late proposals will not be accepted or considered for award. The project scope of this ITN is to provide Investment Advisory Services for the School District of Lee County, Florida. The Investment Advisor will make recommendations regarding which investments will best suit the needs of the District with the ultimate decision made by the Lee County School Board, the custodian for the plan. The District anticipates the District’s investment strategies will be in the following categories:
 - a. Immediate liquidity for daily cash flow needs using, for example AAA money market funds;
 - b. Working capital for operational needs, for example Tax Anticipatory Notes with a duration of deposit from one (1) to twelve (12) months; and
 - c. Capital reserves for specified purposes such as self-insurance or for providing a reserve contingency with duration of deposit from one (1) to three (3) years.

The District’s average amount available to be invested is approximately \$100 million - \$150 million.

The District does not discriminate based on race, color, religion, gender, age, sexual orientation, national or ethnic origin, marital status, pregnancy, disability if otherwise qualified, or any other unlawful factor.

2. **Minimum Qualifications:** The following requirements are necessary for proposals to be considered for evaluation:
 - a. Proposer shall provide a current registration and file number with the Securities and Exchange Commission (SEC);
 - b. Proposer shall provide current registration as Investment Advisor under Investment Advisers Act of 1940;
 - c. Proposer shall provide a current Uniform Application for Investment Adviser Registrations Form (ADV), Parts I and II;
 - d. Proposer shall provide evidence of being locatable in the Financial Industry Regulatory Authority (FINRA) database located on this website: <https://www.finra.org>.
 - e. Proposer shall provide a current registration with Florida Office of Financial Regulations; and,
 - f. Proposer shall provide three (3) years of Audited Financial Statements (sealed).
3. **Mandatory Pre-Submission Meeting:** A Mandatory Pre-submission meeting will be held on **August 17, 2022 at 10:00 AM** via live virtual video conference.

Join Zoom Meeting

<https://leeschools.zoom.us/j/97347444777?pwd=VFNGZ1V1aEpSalFCeldKV2ZNSGFPUT09>

Meeting ID: 973 4744 4777

Passcode: 834793

All questions and answers at the meeting are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-submission meeting so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the ITN document. A formal response will be provided in the form of an addendum.

4. Questions About the ITN: Any questions concerning the Request for Proposal shall be directed in writing to:

The School District of Lee County
Department of Procurement Services
Amy Naranjo, Procurement Agent
2855 Colonial Blvd., Fort Myers, FL 33966
E-mail AmyCN@leeschools.net

All questions must be received no later than **August 24, 2022 at 2:00 PM**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and official responses will be issued by the Department of Procurement Services in the form of addenda and placed on the Procurement Department, Bonfire Portal. Proposer shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file.

No verbal or written information which is obtained other than by information in this document or by addendum to this ITN will be binding on the District.

5. Contract Term: The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the District. The Proposer agrees to this condition by signing its proposal. An alternate award strategy may be implemented at the sole discretion of the District. Post award project work will be distributed at the discretion of the District.

6. Orders and Payment: All orders will be placed directly to the Consultant by the District and/or other authorized personnel via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program at its sole discretion.

7. Estimated Timeline:

August 10, 2022	Release of ITN No. N227420AN
August 17, 2022	A Mandatory Pre-Submission meeting is scheduled for 10:00 AM Join Zoom Meeting https://leeschools.zoom.us/j/97347444777?pwd=VFNGZ1V1aEpSalFCeldKV2ZNSGFPU09 Meeting ID: 973 4744 4777 Passcode: 834793
August 24, 2022	Written questions due in the Department of Procurement Services by 2:00 PM, local time
September 14, 2022	Proposals due on or before 2:00 PM local time Department of Procurement Services Bonfire Portal

September 21, 2022	Evaluation Committee Meeting Review and Scoring of Written Proposals 10:00 AM local time 2855 Colonial Blvd., Fort Myers, Florida 33966-1012
September 28, 2022	Optional interviews, schedule at the District's discretion
November 2022	School Board Action

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

- 8. Proposal Submittal Requirements - Information to be Included in the Proposal:** In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in the proposal. All responses to the ITN shall be submitted electronically in the Procurement Department [Bonfire Portal](#). **Failure to comply with response submittal requirements may be grounds for response rejection.**

Proposer will upload a total of **4 DOCUMENTS** into the [Bonfire Portal](#):

DOCUMENT 1

PROPOSAL

- a. **Proposal Information Sheet:** The Proposer Information sheet is the second page of the proposal.
- b. **Table of Contents:** Include a clear identification of the material by section and by page number.
- c. **Letter of Transmittal:** Proposer shall include the following information in the letter of transmittal:
 - i. Names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email addresses and telephone numbers. Indicate if the Proposer is a firm or individual.
 - ii. Indicate any and all variances from the ITN specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the ITN.
 - iii. Indicate if the Proposer is a firm or individual.
 - iv. Proposer shall confirm that if requested to participate in finalist interviews, their team shall be available at the District Offices on **Wednesday September 28, 2022** and have in attendance at the meeting the key personnel who will support the District on this important project, and appropriate representatives with the responsibility and authority to negotiate, produce terms and conditions to reflect the outcome of negotiations, and legally commit your firm to final terms and conditions.
- d. **Corporate Overview:** Describe how and when the Proposer's firm was founded, the location of the office from which service will be performed, the number of partners, managers, supervisors, senior management, other professional staff, the type of organization, and the organizational structure. In addition, respond to each question using the numbered format below:
 - i. Date of business inception under current name: ____ / ____ / ____ (mm/dd/yyyy).
 - a. Submit with the proposal a copy of SunBiz webpage illustrating compliance with this criterion.
 - ii. Ownership (describe in detail).
 - iii. Explain any previous and/or anticipated changes to Proposer's organizational structure and/or distribution of ownership.
 - iv. Affiliated organizations.
 - v. Securities and Exchange Commission (SEC) Registration; if yes, as of ____ / ____ / ____ (mm/dd/yyyy).
Firm IARD/CRD Number:
Firm SEC Number:
 - vi. Date of business inception under current name: ____ / ____ / ____ (mm/dd/yyyy)
 - vii. Describe Proposer's business profile in the state of Florida.

- viii. Has the Proposer's firm ever been the subject of action by the SEC or other regulatory agencies?
- ix. Has any investment professional of the firm ever been the subject of action by the SEC or any other regulatory agencies? (Include information from prior firms.) If so, provide details.
- e. **License, Certifications and Other Documents:** Proposer shall submit the following:
 - i. Proposer shall provide a current registration and file number with the Securities and Exchange Commission (SEC);
 - ii. Proposer shall provide current registration as Investment Advisor under Investment Advisers Act of 1940;
 - iii. Proposer shall provide a current Uniform Application for Investment Adviser Registrations Form (ADV), Parts I and II;
 - iv. Proposer shall provide evidence of being locatable in the Financial Industry Regulatory Authority (FINRA) database located on this website: <https://www.finra.org>.
 - v. Proposer shall provide a current registration with Florida Office of Financial Regulations
 - vi. Provide a copy of the firm's code of ethics.
- f. **Profile Management and Approach:** Proposer shall describe the firm's investment philosophy as it pertains to managing investments similar to the District's portfolio. In addition, respond to the following specific questions:
 - i. Describe the roles of the individuals/teams/committees who are responsible for researching and managing the District's portfolio.
 - ii. Describe how decisions are made for portfolio management of clients with similar size and objectives as the District.
 - iii. Describe who makes the decisions for the portfolios of clients with similar size and objectives as the District.
 - iv. Describe the approach to be taken to the tasks defined in the Scope of Work (PAGE 26-27)
 - v. Provide sample reports or correspondence that may be received during the course of an awarded contract.
 - vi. If Proposer is affiliated with a broker, what is the policy on trading through the affiliate?
 - vii. What is the policy on directed brokerage? If any limitations apply, please specify.
 - viii. Can you accommodate same-day liquidity as late as 4:30 PM ET in these accounts?
 - ix. Describe a Transition Plan to transfer funds from existing accounts managed by the current Investment Advisor. This plan will include the steps to be performed by the newly awarded consultant, the District, and the current Investment Advisor for a smooth transfer of funds. Proposer should also include a description on how they will support, at contract termination, a transition plan that will assist the newly awarded Investment Advisor with reallocating funds.
- g. **Account Manager and Key Personnel:**
 - i. **Project Manager:** The District requires proposers to designate a Project Manager who will schedule and dispatch technicians to any District location. The designated individual(s) must be available by phone during normal business hours of 7:00 am – 5:00 pm EST Monday through Friday. Include resume(s) from proposed Project Manager.
 - ii. **Key Personnel:** The District requires Proposers to identify any key personnel who shall be assigned to the District who will support the District in achieving the stated goals and delivering quality results.
 - iii. **After-hours Designee:** The District requires Proposer to designate an After-hours Designee who will schedule and dispatch technicians between the hours of 5:01pm – 6:59 am Monday through Friday, weekends and holidays in the event the District requires service after hours or on holidays.
 - iv. **Contractor Badge Holders:** Provide the names of personnel who currently hold a Universal Contractor Badge for the Florida School Districts or who hold a current District Contractor Badge.

DOCUMENT 2

FINANCIALS

(Sealed and Marked Confidential): ALL INFORMATION IN THE BOX BELOW MUST BE UPLOADED IN BONFIRE AS A SEPARATE DOCUMENT (Multiple pages can be uploaded as one single document).

Proposer shall provide 1 original of the following information indicating financial capability of the firm to provide the resources required including:

- 1) Provide three (3) years of the Proposer's audited financial statements in a separate, sealed envelope clearly marked "CONFIDENTIAL: Audited Financial Statements", and include the Proposer's name and ITN number on the envelope. Include financial statements of the Parent Corporation and financials of subsidiary corporations (if different). Should the Proposer currently be in or subject to litigation action not described in the financial statements, describe the circumstances surrounding that action and its current status as well as any previous litigation action (civil or criminal). If audited financial statements are unavailable, a CPA letter attesting to the organization's solvency will suffice.
- 2) A list of all liens for which the firm or its owners are liable.
- 3) Any litigation past, present or pending which relates to Proposer's investment operation.
- 4) Any investment professional in the firm that have ever been the subject of litigation past, present or pending which relates to his/her investment activities. **(Include details and information from prior firms.)**

For **Joint Ventures**, the above items are required for ALL parties.

DOCUMENT 3

PROPOSAL RESPONSE FORM

Proposal Response Form (Pricing): Submit proposed pricing to include the fee proposal including any fee commitments or guarantees for services for the anticipated term of the contract. Proposers shall include the following when calculating their fees:

- i. Based on the anticipated investment strategies defined in the Overview, and assuming assets are managed in separate accounts, provide the annual management fee, in basis points per annum, the proposal for each investment strategy, based on the assets under management in the respective accounts and any minimum account size/minimum fee. If the firm uses a tiered fee structure, provide the fee in basis points per annum that would apply to each tier of assets under management.
- ii. Describe any and all additional costs or fees (not included in the annual fee proposed above) that the District would be expected to pay if the proposed investment strategies are managed in separate accounts.
- iii. Describe any alternative performance incentive fee structure that the firm would propose for management of District funds.
- iv. Provide the fee schedule for the proposed products as disclosed in the firm's ADV.
- v. Provide an hourly fee for services rendered other than those specified in the Request for Proposal, including but not limited to development of administrative procedures or other tasks that may be requested by the District.

Proposers are strongly encouraged to provide the District with the most competitive price offered to large public institutions and to provide the District with relationship pricing across any other investment strategies and/or services the Proposer offers. The Proposer must consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed herein. Proposer is to list the fees associated with each year: Base Year 1, Year 2, Year 3, optional renewal Year 4, optional renewal Year 5 and optional renewal Year 6. All fees must be guaranteed for the term of the contract, including renewal periods.

DOCUMENT 4

FILLABLE FORMS

- a. **Required Submittal Checklist** – Proposer shall complete form to insure all required information is submitted.

- b. **Attachment A – Insurance Requirements Form:** Proposer shall respond to the Districts insurance requirements.
 - i. Provide a current copy of the Certificate of Insurance naming the School **Board** of Lee County as an additional insured for all coverages except Workers Compensation and Professional Liability policies. **It is the responsibility of the awarded Consultant(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.**
- c. **Attachment B – Addenda Acknowledgement Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the proposal to be considered.
- d. **Attachment C – Debarment Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Debarment Form must be signed and returned.
- e. **Attachment D – Drug-Free Workplace Certification Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Drug-Free Workplace Form must be signed and returned.
- f. **Attachment E – Public Entity Crimes Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Public Entity Crimes Form must be signed and **notarized**.
- g. **Attachment F – Emergency / Storm Related Catastrophe Agreement Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Emergency/Storm Related Catastrophe Agreement Form must be signed and returned.
- h. **Attachment G – Scrutinized Company Certification Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Scrutinized Company Certification Form must be signed and returned.
- i. **Attachment H – Confidential, Proprietary or Trade Secret Acknowledgment Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Confidential, Proprietary or Trade Secret Acknowledge form must be signed and returned.

DOCUMENT 5

REFERENCES

Three (3) references are required to be received by the School District via email no later than the response due date, from Respondent's clients. Clients shall email Reference Forms to AmyCN@leeschools.net, and copy the Respondent. The references must be uploaded to the [Bonfire Portal](#).

The District will accept a copy of previously completed references, submitted within the past 12 months (of the RFQ due date) as part of a prior RFQ. To use previous references please upload to Bonfire and email a list identifying the RFQ Name, Number and Due Date to AmyCN@leeschools.net prior to the due date and time.

ITN SELECTION CRITERIA

Evaluation of Proposals – Evaluation Criteria: Proposals shall be scored using a weighted scale of 0 to 10 (0 - Does Not Meet, 5 - Partially Meets, 8 – Meets, 10 – Exceeds). The scoring criteria is as following:

SCORING OF WRITTEN PROPOSALS

EVALUATION CRITERIA #1		WEIGHTED PERCENT
1	<p><u>PRICING</u> Proposer submitted pricing that includes the fee proposal, any fee commitments or guarantees for services for the anticipated term of the contract.</p>	30%
EVALUATION CRITERIA #2		
2	<p><u>PROFILE MANAGEMENT AND APPROACH</u> Proposer described the firm’s investment philosophy as it pertains to managing investments similar to the District’s portfolio. In addition, respond to the following specific questions:</p> <ul style="list-style-type: none"> i. Proposer described the roles of the individuals /teams /committees who are responsible for researching and managing the District portfolio. ii. Proposer described how decisions are made for portfolio management of clients with similar size and objectives as the District. iii. Proposer described who makes the decisions for the portfolios of clients with similar size and objectives as the District. iv. Proposer described the approach to be taken to the tasks defined in Section 12, Scope of Work. v. Proposer provided sample reports or correspondence that may be received during the course of an awarded contract. vi. Is Proposer affiliated with a broker, if so did they provide what their policy is on trading through the affiliate? vii. Did Proposer provide their policy on direct brokerage? If any limitations apply did they specify? viii. Can they accommodate same-day liquidity as late as 4:30 PM ET in these accounts? ix. Proposer described a Transition Plan to transfer funds from existing accounts managed by the current Investment Advisor. The plan included the steps to be performed by the newly awarded consultant, the District, and the current Investment Advisor for a smooth transfer of funds. Proposer also included a description on how they will support, at contract termination and a transition plan that will assist the newly awarded Investment Advisor with reallocating funds. 	30%

EVALUATION CRITERIA #3		
3	<p><u>ACCOUNT MANAGER AND KEY PERSONNEL:</u></p> <ul style="list-style-type: none"> i. <u>Project Manager:</u> The District requires proposers to designate a Project Manager who will schedule and dispatch technicians to any District location. The designated individual(s) must be available by phone during normal business hours of 7:00 am – 5:00 pm EST Monday through Friday. Include resume(s) from proposed Project Manager. ii. <u>Key Personnel:</u> The District requires Proposers to identify any key personnel who shall be assigned to the District who will support the District in achieving the stated goals and delivering quality results. iii. <u>After-hours Designee:</u> The District requires Proposer to designate an After-hours Designee who will schedule and dispatch technicians between the hours of 5:01pm – 6:59 am Monday through Friday, weekends and holidays in the event the District requires service after hours or on holidays. iv. <u>Contractor Badge Holders:</u> Provide the names of personnel who currently hold a Universal Contractor Badge for the Florida School Districts or who hold a current District Contractor Badge. 	15%
EVALUATION CRITERIA #4		
4	<p><u>CORPORATE OVERVIEW</u></p> <p>Proposer described how and when their firm was founded, the location of the office from which service will be performed, the number of partners, managers, supervisors, senior management, other professional staff, the type of organization, and the organizational structure. In addition, responded to each question using the numbered format below:</p> <ul style="list-style-type: none"> i. Date of business inception under current name: ____ / ____ / ____ (mm/dd/yyyy). <ul style="list-style-type: none"> a. Submit with the proposal a copy of SunBiz webpage illustrating compliance with this criterion. ii. Ownership (describe in detail). iii. Explain any previous and/or anticipated changes to Proposer’s organizational structure and/or distribution of ownership. iv. Affiliated organizations. v. Securities and Exchange Commission (SEC) Registration; if yes, as of ____ / ____ / ____ (mm/dd/yyyy). Firm IARD/CRD Number: Firm SEC Number: vi. Date of business inception under current name: ____ / ____ / ____ (mm/dd/yyyy) vii. Describe Proposer’s business profile in the state of Florida. viii. Has the Proposer’s firm ever been the subject of action by the SEC or other regulatory agencies? ix. Has any investment professional of the firm ever been the subject of action by the SEC or any other regulatory agencies? (Include information from prior firms.) If so, provide details. 	5%

EVALUATION CRITERIA #5		
5	<p><u>FINANCIALS</u></p> <p>Proposer provided 1 original of the following information indicating financial capability of the firm to provide the resources required including:</p> <ol style="list-style-type: none"> 1) Provide Three (3) years of the Proposer’s audited financial statements in a separate, sealed envelope clearly marked “CONFIDENTIAL: Audited Financial Statements”, and include the Proposer’s name and ITN number on the envelope. Include financial statements of the Parent Corporation and financials of subsidiary corporations (if different). Should the Proposer currently be in or subject to litigation action not described in the financial statements, describe the circumstances surrounding that action and its current status as well as any previous litigation action (civil or criminal). If audited financial statements are unavailable, a CPA letter attesting to the organization’s solvency will suffice. 2) A list of all liens for which the firm or its owners are liable. 3) Any litigation past, present or pending which relates to Proposer’s investment operation. 4) Any investment professional in the firm that have ever been the subject of litigation past, present or pending which relates to his/her investment activities. (Include details and information from prior firms.) <p>For <i>Joint Ventures</i>, the above items are required for ALL parties.</p>	5%
	EVALUATION CRITERIA #6	
6	<p><u>REFERENCES</u></p> <p>Reference #1 - provided a description of the overall performance, knowledge and expertise in the Proposers' ability to perform their contracted services.</p>	5%
	<p>Reference #2 - provided a description of the overall performance, knowledge and expertise in the Proposers' ability to perform their contracted services.</p>	5%
	<p>Reference #3 - provided a description of the overall performance, knowledge and expertise in the Proposers' ability to perform their contracted services.</p>	5%
TOTAL POSSIBLE POINTS		100%

Based on the scores Proposers will be ranked and one or more Proposers may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a “short list” in order to enter into final contract negotiations with none, one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation. The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers. The following criteria will be used to evaluate presentations and/or interviews of one or more “short listed” Proposers.

SCORING OF INTERVIEWS

EVALUATION CRITERIA #1		WEIGHTED PERCENTAGE
1	UNDERSTANDING AND EXPERIENCE The Proposer provided evidence that they had an understanding and experience with Florida School District Investment Strategies.	30%
EVALUATION CRITERIA #2		
2	PROPOSED STRATEGY The Proposer shared their strategy for Investing District Funds	30%
EVALUATION CRITERIA #3		
3	PRICING Best and Final Offer	20%
EVALUATION CRITERIA #4		
4	PROJECT TEAM AND KEY PERSONNEL: The Proposer's Proposed Project Team included key project personnel who participated in the interview and communicated their knowledge, skills and abilities relevant to the project implementation and success.	20%
TOTAL POSSIBLE POINTS		100%

NOTE: In the event of a tie, see section 39 of the General Terms and Conditions.

SCOPE OF WORK
ITN No. N227420AN
INVESTMENT ADVISORY SERVICES

Scope of Work: The District's Investment Committee shall designate a primary point of contact who will coordinate all project activities, provide written authorization for all transactions, and approve project deliverables. The Consultant shall designate a primary point of contact who will coordinate all project activities with the District.

Notification of Disciplinary Actions: During the contract period, including all renewal periods, the awarded Proposer, herein after, Consultant, shall promptly give notice to the District if the Consultant has been found to have violated any state or federal securities law or regulation in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other agency or department of the United States, any registered securities exchange, FINRA, or any regulatory authority of any State based upon the performance of services as an investment advisor.

Advisor Registration: The awarded Consultant shall be a registered investment advisor (not to be confused with an investment consultant or investment manager) under the Investment Advisers Act of 1940. The Consultant shall immediately notify the District if at any time during the term of this Agreement, including all renewal periods, if it is not so registered or if its registration is suspended. Consultant agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose penalties under certain circumstances on persons who are required to act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights for the Consultant to sign I.R.S. Form W-9 and to deliver such form as required in connection with securities transactions pursuant to a contract resulting from this ITN. No investment advisor shall engage in business from offices in the state of Florida, or render investment advice to persons of Florida, unless the investment advisor is registered with the Office of Financial Regulation (OF) pursuant to Section 517.12(4), Florida Statutes (F.S.).

Compensation:

- a. Consultant shall charge no fees for any monies invested in Government Investment Pools or on any monies in demand deposit accounts with the District's primary depository banking institution.
- b. Assets invested by Consultant may, from time to time, be invested in money market mutual funds or other investment pools, or in individual securities. Expenses of money market funds and pools, including compensation for the Consultant (if any), are described in the relevant prospectus or information statement for such fund or pool. Any compensation received by the Consultant directly from money market funds and/or pools shall be disclosed to the District and shall be deducted from any amounts due from the District to the Consultant.
- c. Consultant may recommend that the District use the services of a third-party investment advisor ("TPA") to manage portions of the District's investment portfolio. The Consultant will include the assets managed by the TPA in calculating the advisory fee paid directly by the District, or share in the advisory fee the District pays directly to the TPA, and shall be deducted from any amounts due from the District to the Consultant. Advisory fees charged by TPAs are separate and apart from the Consultant's fees.

Related Expenses: Except as expressly provided otherwise herein, the District shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of the District's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, fees and expenses of the Custodian of the managed funds including safekeeping of funds and securities and the keeping of books and accounts. No fees shall be charged by the Consultant to the District for services paid for by the District.

Tasks:

Task 1. Manage the District's Investments – Consultant shall provide investment research and supervision of the District's managed funds investments and conduct a continuous program of investment, evaluation and,

when appropriate, sell and reinvest the District's managed funds assets (see **Exhibit 1 – School District of Lee County Board Policy 6.05**). Consultant shall:

- a. continuously monitor investment opportunities and evaluate investments of the District's funds.
- b. place all orders for the purchase, sale, loan or exchange of portfolio securities for the District's account, with brokers and/or dealers who are District approved, to execute transactions involving the District's managed funds.
- c. select brokers, dealers and place orders. Consultant is directed to seek for the most favorable execution and price, the determination of which may consider, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Consultant by such brokers and/or dealers.
- d. observe the instructions of the District with respect to broker/dealers who are approved to execute transactions involving the District's managed funds and in the absence of such instructions will engage broker/dealers who the Consultant reasonably believes to be reputable, qualified and financially sound.
- e. ensure that authorized investments shall include only those investments, which are currently authorized by the state investment statutes and the bond covenants including School Board Rules and Investment Policy, and as supplemented by such other written instructions as may from time to time be provided by the District to the Consultant.
- f. be entitled to rely upon the District's written advice with respect to anticipated drawdowns of managed funds.

Note: Consultant shall not take possession of, or act as custodian for, the cash, securities or other assets in the managed funds and shall have no responsibility in connection therewith.

Task 2. Advise and Report to the District – On an ongoing basis, advise the District of the types of investments planned for the District's portfolio, report on investment results, and review any risks and anticipated rates.

- a. Consultant shall furnish the District with monthly statistical information, documentation and reports with respect to investments of the managed funds.
- b. Consultant shall present investment results to the District on not less than a semi-annual basis, and preferably on a quarterly basis.
- c. Consultant shall maintain appropriate records of all its activities and shall provide the District with a monthly statement showing deposits, withdrawals, purchase, sales and maturities of investments, earnings received, and the values of assets held on the last business day of the month.

Task 3. Provide Additional Support - At the District's discretion, the District may request additional support from the awarded Consultant, and additional work may be performed under the awarded contract, if approved in advance, in writing. For example, research and make recommendations related to the District's primary banking institution.

- a. Proposers are encouraged to identify additional services related to the scope of work that are offered by the Proposer and may benefit the District. For each such service offering, provide a service description, potential benefits to the District, and the associated cost, if any.
- b. Consultant may be required to make presentations to the Lee County School Board
- c. Consultant may be required to provide annual training for Continuing Professional Educational (CPE) credits. Classes may be on site at Lee County Public Education Center (LCPEC) or webinars.
- d. Consultant may be required to attend quarterly meetings at LCPEC.

Invoicing: The Consultant shall submit an invoice for each job and include, as a minimum, the following:

- a. All labor shall be invoiced at the contracted hourly rates and shall include only the actual time expended on the job and shall not include travel time. Invoices must be submitted no later than 30 days after completion of services or delivery. Failure to invoice in a timely manner could significantly delay payment.
- a. Summary of work performed.
- b. Date the work was completed.

- c. The Consultant will provide copy of the original invoice to The School District of Lee County, Financial Accounting Department via email FinanceInvoices@LeeSchools.net
- d. All invoices shall include purchase order number for proper identification. Invoices must be accurate and complete to be processed. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legible and dated.