

**Shelby County School District
Post Office Box 159
1155 West Main Street
Shelbyville, KY 40066-0159
(502) 633-2375**

-----REQUEST FOR PROPOSALS-----

Reference Number: FAS-2022
Proposal Title: Fiscal Agent Services
Proposal is Due: July 15, 2021
Proposal Release Date: July 1, 2021

Sealed proposals are requested on the above-named materials, articles, or services for delivery to the school(s) or department(s) designated, subject to the conditions of this invitation.

GENERAL CONDITIONS

1. The following schedule presents the major activities associated with this invitation for proposals. There is no guaranteed date for the award of a contract, however an anticipated date of award is provided. The District reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Release of Request for Proposals	July 1, 2021
Due date for proposals	July 15, 2021 by 1:00 pm
Proposal opening	July 15, 2021 at 1:00 pm
Anticipated interview dates	August 2-5, 2021
Anticipated Date of Award	August 12, 2021

****NOTE: All times referenced are in the Eastern Time Zone.***

From the issue date of this Request for Proposals (RFP) until an award is made, vendors are not allowed to communicate with any Shelby County Public Schools employee concerning this RFP except via written questions submitted to the Procurement Contact person named in Item 22. Violation of this provision may result in the rejection of the vendor's proposal.

2. The process will provide for the evaluation of proposals and selection of the winning proposal as described in Addendum A.
3. An original copy of the completed RFP must be submitted in an envelope clearly marked on the outside with the word "PROPOSAL", **followed by the above reference number.**
4. Failure of a company to respond to an RFP for two consecutive proposal notices may result in that company's name being deleted from the list of vendors to be sent future RFPs.
5. To receive consideration, proposals must be received in the Shelby County Public Schools central office prior to the time designated in this invitation, and none will be accepted afterward. Proposals shall not be accepted by fax or email.
6. At the specified time and date stated in the RFP, all proposals which are in order, properly signed, etc., shall be opened and read aloud. Any interested parties may attend the opening. No immediate decision

shall be rendered at that time concerning the proposals submitted.

7. The Board shall give formal consideration to these proposals at the next Board meeting after the proposals are opened provided time permits the evaluations to be completed by that date. The selection process shall be based on a number of factors. Past performance of vendors and overall quality of work shall be determining factors as well.
8. Proposals shall conform to the Detailed Specifications included in Addendum A.
9. Proposals shall be evaluated based on the criteria described in the Detailed Specifications included in Addendum A.
10. Vendors, by signing the Proposal Form, indicates that the method of evaluation is understood and agrees to submit a proposal under these conditions and abide by the results.
11. The contract shall be awarded for the 2021-2022 school year through the 2025-2026 school year, with the option to renew for up to 5 additional years, provided such renewal is mutually agreeable to both parties. Agreement concerning renewal shall be reached by May 1, 2026. Renewals are subject to the prior approval of the Shelby County Board of Education and adequate available funds.
12. The District may terminate this contract with or without cause, or if funds are not appropriated to the contracting District or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The District shall provide the vendor with thirty (30) calendar days' written notice of termination of the contract.
13. Proposals must be submitted on the form provided and signed by an officer or member of the company who is authorized to legally bind the company.
14. In accordance with Federal Acquisition Regulation 52.209-5, the Contractor shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal District.

“Principals”, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

15. Per KRS 45A.343, any contract entered into by a local public agency, whether under KRS 45A.345 to 45A.460 or any other authority, shall require the contractor and all subcontractors performing work under the contract to:
 - (a) Reveal any final determination of a violation by the contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor; and
 - (b) Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor for the duration of the contract.

A contractor's failure to reveal a final determination of a violation by the contractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the local public agency's:

- (a) Cancellation of the contract; and
- (b) Disqualification of the contractor from eligibility for future contracts awarded by the local public agency for a period of two (2) years.

A subcontractor's failure to reveal a final determination of a violation by the subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the local public agency's disqualification of the subcontractor from eligibility for future contracts for a period of two (2) years.

KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

The vendor shall submit any determinations pertaining to this section along with their proposal form.

16. Consistent with Board Policy 04.32 and KRS 160.380, any adult who is permitted access to school grounds when students are present, pursuant to a contract or agreement with the Board of Education of Shelby County, shall, prior to coming onto school grounds, submit to a national and state criminal history background check by the Kentucky State Police and the Federal Bureau of Investigation and shall obtain a letter from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect. The results of these background checks, and the letter from the Cabinet, shall be provided to the Superintendent upon request. It is the contractor's obligation to ensure that all of its employees, its subcontractors, and employees of subcontractors, are in compliance with this section, and that no individual be permitted by the contractor to perform services under a contract on school property when students are present if that individual is a violent offender, has been convicted of a sex crime as defined by KRS 17.165 which is classified as a felony, or has a substantiated finding of child abuse or neglect.
17. Any changes made on the proposal form (erasures, strikeouts, white-out, etc.) must be clearly initialed by the vendor.
18. The District reserves the right to waive defects and informalities in proposals, to reject any and all proposals, or to accept any proposal as may be deemed to be in its best interest and to award by item, combination of items, or lot.
19. The District reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis.
20. The District reserves the right to conduct discussions with any offeror who has submitted a proposal to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposal submitted by other offerors.
21. The Request for Proposal specifies the format, required information and general content of proposals submitted in response to the RFP. The District shall not disclose any portions of the proposals prior to contract award to anyone outside the District, representatives of the District for whose benefit the contract is proposed, representatives of the Federal government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the District shall have the right to duplicate, use, or disclose all proposal data submitted by vendors in response to this RFP as a matter of public record.

Any and all documents submitted by a vendor in response to the RFP shall be available for public inspection after contract award. No such documents shall be exempt from disclosure under the Kentucky Open Records Act regardless of the vendor's designation of the information contained therein as proprietary, confidential, or otherwise. Therefore, the District will not redact or withhold any documents submitted in response to the RFP if a request to inspect these records is made.

The District shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to an RFP, if applicable. Selection or rejections of the proposal will not affect this right.

22. All proposals shall be effective from the date of opening until the date specified in the Detailed Specifications in Addendum A. No proposal may be withdrawn for a period of sixty (60) calendar days after the scheduled proposal opening. Proposals shall remain in effect for a minimum of the remainder of one (1) school/fiscal year from the date the proposal is awarded unless the District or vendor states otherwise on the proposal form. Any proposal that does not remain in effect for at least the remainder of one (1) school/fiscal year may be cause for rejecting that proposal.
23. If applicable, it is the responsibility of the vendor to furnish specific product content data as required by law (MSDS), as well as certification that the products meet federal, state, and/or local regulations (i.e., OSHA [lead-free], AHERA [asbestos-free], federal specifications, and ASTM).
24. Samples requested must be furnished free of expense to the Board of Education and, if not destroyed or consumed in testing or evaluating or required in connection with the award, will be returned upon request at the vendor's expense. Right is reserved to mutilate or destroy any samples if considered necessary for test purposes.
25. When applicable, the firm, company, or manufacturer awarded the proposal must have a representative available for on-site visits if a special need arises or if there is a problem with the products/services proposal.
26. It is to be understood that the vendor, if awarded an order or contract, agrees to protect, defend, save harmless, and fully indemnify the Board of Education, its officers, employees, and agents from any suits or demands for payment that may be brought against it for the use of any patented material, process, article or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Vendor further agrees to indemnify and save harmless the Board of Education from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or for, any of the acts of the contractor, his servants, or agents.
27. Federal Excise Tax or Kentucky Sales and Use Taxes are not applicable to any purchase made for use of the Board of Education. **Proposals should not include any such taxes. Purchase exemption certificates will be furnished as required.**

Vendor's company is solely responsible for the collection and payment of any sales taxes.

28. Information pertaining to any item or condition in this request or the proposal process may be obtained by communicating with the Shelby County Board of Education Procurement Contact:

PROCUREMENT CONTACT

Name: Susan Barkley

Title: Chief Financial Officer

Address: 1155 West Main Street, Shelbyville, KY 40066
Phone: 502-633-2375
Email: susan.barkley@shelby.kyschools.us

29. It is to be understood that the vendor shall, if awarded the contract, deliver the equipment, services, etc. in full by the date specified in the Detailed Specifications in Addendum A or within 90 days of the contract being awarded if no date is specified.
30. The successful vendor is required to make initial contact with the Program Contact(s) listed below within ten (10) calendar days, excluding weekends or holidays on the District calendar, of notification of receiving award of the proposal:

PROGRAM CONTACT

Name: Susan Barkley
Title: Chief Financial Officer
Address: 1155 West Main Street, Shelbyville, KY 40066
Phone: 502-633-2375
Email: susan.barkley@shelby.kyschools.us

31. The vendor shall not commence any work until an award is made and a valid contract has been fully executed following Board of Education approval by motion. The contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.
32. If marked ("X"), proposals must be accompanied by certified check or proposal bond in the amount of five percent (5%) of the proposal total, payable to the Board of Education of Shelby County as stipulated in the information for vendors.
33. If marked ("X"), the successful vendor will be required to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract price. The premium for these bonds shall be included in the proposal amount.
34. If marked ("X"), the vendor is required to submit a copy of their safety training manual or program with proposal documents.
35. It is the supplier's responsibility to ensure that the supply, quality, and fitness for purpose of the goods or services will not be impaired, disrupted, or interrupted whether wholly or in part as a result of the occurrence of any date within the span of time. Compliance with this provision will be strictly enforced.
36. Contractors shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to this proposal and the rendering of goods and /or services.
37. The contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
38. A contractors providing services under this RFP, herewith assure the Board of Education of Shelby County it is conforming to the provisions of the Civil Rights Act of 1964 as amended, and KRS Chapter 344 (the Kentucky Civil Rights Act).
39. Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the contractor's performance of work

under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, age, religious creed, sex, national origin, genetic information, or disability.

40. If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards.
41. The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student educational records; the Family Education Rights and Privacy Act (KyFERPA) is the State law counterpart. FERPA and KyFERPA place restrictions on educational data which may or may not be disclosed without authorization. Restricted data includes all data which may contain personally identifiable information (PII), i.e. a student's name, address, phone number, social security number, et cetera, unless designated as "directory information."

Any employee, official, or contractor of the vendor who may have access to Free and Reduced eligibility information regarding the District's students will be required to sign an affidavit of nondisclosure. (See Addendum C.)

If during the course of this agreement, the Board of Education of Shelby County discloses to the contractor any data protected by FERPA, as amended, and its regulations, and data protected by the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq) (NSLA) and Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA), the contractor is bound by the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA and will enter into a confidentiality agreement and ensure its employees and contractors execute affidavits of nondisclosure as required. The confidentiality agreement and affidavits will then become part of this documentation relating to this RFP and any subsequent contract. Any employee, official, or contractor of the vendor who may have access to this data will be required to sign an affidavit of nondisclosure. (See Addendum C.)

42. Contractor agrees to retain all books, records, and other documents relating to this RFP and any contract awarded for thirty-six (36) months after final payment. The Board of Education of Shelby County and its authorized agents and/or state/or federal representatives shall have full access to, and the right to examine any or said materials during said period which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions. If the investigator or audit is in progress, records shall be maintained until stated matter is closed.
43. Contractor shall comply will all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency (EPA) regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included in the EPA list of violated facilities.
44. By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.
45. Prohibition against conflicts of interest, gratuities, and kickbacks: Any employee or official of the Board of Education of Shelby County, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

46. The vendor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State.
47. The vendor affirms that it is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest.
48. All questions as to the execution, validity, interpretation, construction and performance of a contract awarded following receipt of this RFP shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this invitation to proposal and award of contract shall be filed in the Shelby County Circuit Court of the Commonwealth of Kentucky.

ADDENDUM A
DETAILED SPECIFICATIONS

1. Proposals must conform to the following specifications and requirements:
 - a. Description of services to be provided related to bond sales
 - b. Description of services to be provided related to calculations of bonding potential
 - c. Description of services to be provided related to obtaining a bond rating separate from the state rate
 - d. Description of services to be provided related to developing and maintaining the District Facility Plan
 - e. Description of other ongoing services to be provided, including but not limited to: support for documents submitted to the Kentucky Department of Education, attendance at board meetings, and other ad hoc requests
2. Prices for each service must be provided.
3. The proposal will be evaluated and awarded based on the following criteria:
 - a. Price of services
 - b. Previous experience with the vendor
 - c. References from other Kentucky school districts
 - d. Interview

ADDENDUM B
Proposal Form

Firm Name _____

Address _____

Telephone _____ Date _____

Email Address _____

Signature _____

Printed Name _____ Title _____