

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – March 9, 2021

PROCUREMENT SOLICITATION

PB #17-PB-011-DR Purchasing Card Services Extension

<input type="checkbox"/> (ITB) Invitation To Bid	<input type="checkbox"/> (ITN) Invitation To Negotiate	<input checked="" type="checkbox"/> (PB) Piggyback
<input type="checkbox"/> (RFP) Request For Proposal	<input type="checkbox"/> (RFQ) Request For Qualifications	<input type="checkbox"/> (SC) State Contract
<input type="checkbox"/> (SS) Sole Source		

REQUESTOR: Procurement & Distribution Services

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: Piggyback

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Bank of America, N.A.	District to Receive Rebate Payments	Purchasing Card and Electronic Vendor Payment

<input checked="" type="checkbox"/> Contract Extension	New Contract Amount	N/A
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	N/A
<input type="checkbox"/> New Contract	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

Piggyback off the State of Florida contract #84121500-15-01 for Purchasing Card and Electronic Vendor Payment. This contract is revenue based, the School Board will receive a rebate based on what the School Board spends. This contract has been extended for an additional three (3) months by the State.

The piggyback contract agenda template has been used, which does not require legal review.

CONTRACT TERM:

The initial contract commenced January 5, 2016 and will continue until April 5, 2021 with a possible option of renewal and/or extension.

RECOMMENDATION:

It is the recommendation of Cynthia Lesinski, Chief Financial Officer, Susan Denyer, Director of Accounting Services and Kristine Rodriguez, Director of Procurement & Distribution Services to approve the attached extension with Bank of America, N.A. Request approval for the Director of Procurement & Distribution Services to approve future renewals or extensions as issued by the State of Florida.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012



AMENDMENT NO.: 5 - Renewal
State Term Contract No.: 84121500-15-01
State Term Contract Name: Purchasing Card Services

This Amendment No. 5 ("Amendment"), effective January 5, 2021, to the Purchasing Card Services State Term Contract No. 84121500-15-01 ("STC" or "Contract"), is made by and between the State of Florida, Department of Management Services ("Department"), and Bank of America N.A. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein have the meaning assigned to them in the STC, unless otherwise defined herein.

WHEREAS, on January 5, 2016, the Department entered into the STC with the Contractor for the provision of Purchasing Card services;

WHEREAS, the Parties agreed that the STC may be renewed in accordance with Section 26, Renewal, of STC Exhibit B: General Contract Conditions, Form PUR 1000 (10/06); and

WHEREAS, the Parties wish to renew and amend the STC as set forth herein.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Amendment. Exhibit C, Special Contract Conditions, is hereby amended as follows:

- A. Subsection 2.3, Scrutinized Company List, is hereby replaced in its entirety with the following language, and the Contractor hereby certifies the statements therein by execution of this Amendment:

Contractor Certification (Scrutinized Companies).

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725, F.S., and 215.473, F.S. Pursuant to sections 287.135(3), F.S., and 287.135(5), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

- B. Subsection 2.4, E-Verify, is hereby replaced in its entirety with the following language:



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The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract (Amendment), the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095, F.S.

- C. As required by sections 119.0701 and 287.058, F.S., Section 2, Federal and Florida Contractual Requirements, is hereby amended to add Subsection 2.7, Public Records, as follows:

2.7 Public Records.

2.7.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

2.7.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied



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within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

II. STC Renewal. The STC is hereby renewed for a period of thirty (30) days, effective January 5, 2021, with a new expiration date of February 3, 2021, under the same terms and conditions, except as amended herein.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the STC, the terms of this Amendment shall control.


V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the STC, as previously amended, shall continue in full force and effect.



AMENDMENT NO.: 5 - Renewal
 State Term Contract No.: 84121500-15-01
 State Term Contract Name: Purchasing Card Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

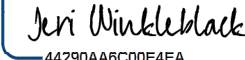
State of Florida:
Department of Management Services

By: 

Name: Jonathan R. Satter
Title: Secretary

Date: 12/31/2020 | 2:48 PM EST

Contractor:
Bank of America, N.A

By: 

Name: Jeri Winkleblack
Title: Vice President

Date: 12/31/2020 | 2:42 PM EST



AMENDMENT NO.: 6 - Renewal
State Term Contract No.: 84121500-15-01
State Term Contract Name: Purchasing Card Services

This Amendment No. 6 ("Amendment"), effective February 4, 2021, to the Purchasing Card Services State Term Contract No. 84121500-15-01 ("STC" or "Contract"), is made by and between the State of Florida, Department of Management Services ("Department"), and Bank of America, N.A. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein have the meaning assigned to them in the STC, unless otherwise defined herein.

WHEREAS, on January 5, 2016, the Department entered into the STC with the Contractor for the provision of Purchasing Card services;

WHEREAS, on January 5, 2021, the Department renewed the STC with the Contractor for a period of 30 days;

WHEREAS, the Parties agreed that the STC may be renewed in accordance with Section 26, Renewal, of STC Exhibit B: General Contract Conditions, Form PUR 1000 (10/06); and

WHEREAS, the Parties wish to renew the STC as set forth herein.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. STC Renewal. The STC is hereby renewed for a period of 60 days, effective February 4, 2021, with a new expiration date of April 5, 2021, under the same terms and conditions, except as amended herein.

II. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the STC, the terms of this Amendment shall control.

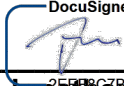
IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the STC, as previously amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.



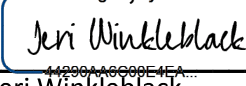
AMENDMENT NO.: 6 - Renewal
 State Term Contract No.: 84121500-15-01
 State Term Contract Name: Purchasing Card Services

State of Florida:
Department of Management Services

DocuSigned by:
 By: 
 Name: **Jonathan R. Satter**
 Title: **Secretary**

Date: 1/30/2021 | 6:49 AM EST

Contractor:
Bank of America, N.A

DocuSigned by:
 By: 
 Name: **Jeri Winkleblack**
 Title: **Vice President**

Date: 1/29/2021 | 12:32 PM PST